

# **CITY OF GUSTAVUS INVITATION TO BID CONTRACT DOCUMENTS AND SPECIFICATIONS**



## **Gustavus Fish Passage Improvements Grandpa's Farm Road Bridge Project**

**PROJECT NO. FY 22-01 RM**

CONTRACT DOCUMENT FEE: \$0.00

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State wage rates can be obtained at <http://www.labor.state.ak.us/lss/pamp600.htm>.

Federal Wage Rates can be also obtained at <http://www.gpo.gov/davisbacon/index.html>.

Davis-Bacon rate or State rate will apply, whichever is higher. For contractors unable to access the internet sites copies of wage rates can be requested from the City Treasurers office at 907-697-2451.

Use the wage rates that are in effect 10 days before Bid Opening. The City of Gustavus will include a paper copy of the State and Federal wage rates in the signed Contract.

# CITY OF GUSTAVUS INVITATION TO BID

for Construction Contract

Date February 25, 2022

## **Gustavus Fish Passage Improvement Project—Grandpa's Farm Road Bridge**

### **Project Name**

|                 |   |
|-----------------|---|
| Location of     | Gustavus, AK  |
| Contracting     | Tom Williams, City Administrator  |
| Issuing Office: | City of Gustavus  |
|                 | State Funded <input type="checkbox"/> Federal Grant <input checked="" type="checkbox"/> |

### *Description of Work:*

This project will replace a perched culvert with a bridge to improve fish passage where the Harry Hall Creek crosses under Grandpa's Farm Road. The project is a continuation of the multi-site Gustavus Fish Passage Improvement Project improving traffic safety and fish passage where City and roads cross streams. The work at this particular site is funded by the US Fish and Wildlife Service.

All work shall be completed by **September 10, 2022**.

**Bidders are invited to submit sealed bids, in single copy, for furnishing all labor, equipment, and materials and for performing all work for the project described above. Bids will be opened publicly at 3:00 PM local time, at the Office of the City of Gustavus, City Hall on **March 16, 2022**.**

### **SUBMISSION OF BIDS**

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED AS FOLLOWS:

|  |  |
|--|--|
| <b>Bid for Project:</b>                  | <b>ATTN: City Clerk</b>                |
| <b>Project No. ITB ##</b>                | <b>City of Gustavus</b>                |
| <b>Gustavus Fish Passage Improvement</b> | <b>City Hall (Street Delivery)</b>     |
| <b>Grandpa's Farm Road Bridge</b>        | <b>P.O. Box 1 (USPS Mail Delivery)</b> |
|  | <b>Gustavus, Alaska 99826</b>          |

Bids, amendments or withdrawals transmitted by mail must be received in the above-specified address no later than 30 minutes prior to the scheduled time of bid opening. Hand-delivered bids, amendments or withdrawals must be received by the **City of Gustavus** prior to the scheduled time of bid opening. Faxed bid amendments must be addressed to **City of Gustavus**. Fax number: **(907) 697-2136**.

*A bid guaranty is required with each bid in the amount of 5% of the amount bid. (Deductive Alternate bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty required for the project.)*

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

## **CITY OF GUSTAVUS**

## NOTICE TO BIDDERS

**Bidders are hereby notified that funding for this project is to come from the US Fish and Wildlife Service. Final confirmation of funding is expected during the bid period. The project will only be awarded once funding is confirmed.**

Bidders are hereby notified that data to assist in preparing bids are available as follows:

This project requires the use of State Wage Rates. The most current version must be used, as long as there are at least 10 days before bids open. In other words, you do **not** have to use a State Wage Rate that changes the rates if it is **less** than 10 full days prior to bid opening and you have applied the last update. The Wage Rates are downloadable at the following website:

State Wage Rates: <http://146.63.75.50/lss/pamp600.htm>.

Federal Wage Rates: <http://www.gpo.gov/davisbacon/index.html>

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Plans and Specifications may be ordered from:

**City of Gustavus  
P.O. Box 1  
Gustavus, Alaska 99826**

**Phone: (907) 697-2451**

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be in writing and faxed to the City Clerk/Treasurer. Bidders requesting assistance in viewing the project must make arrangements at least 48 hours in advance with the City of Gustavus:

**City Treasurer**

**Fax: (907) 697-2136**

**Phone: (907) 697-2451**

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Other Information:

All bids shall be accompanied by a bid guaranty in the form of an acceptable Bid Bond, Form 25D-14 (8/01), or a certified check, cashier's check or money order made payable to the City of Gustavus. Bid bonds must be accompanied by a legible Power of Attorney. The amount of the bid guaranty is specified on page one of this Invitation for Bids.

## **CITY OF GUSTAVUS INFORMATION TO BIDDERS**

The City is concerned over the manner in which bids are submitted. Bidders are requested to study and follow these bidding requirements and conditions so there will be no reason to reject a bid.

### **EXAMINATION OF CONTRACT REQUIREMENTS**

Bidders are expected to examine carefully the plans, specifications and all other documents incorporated in the Contract to determine the requirements thereof before preparing bids.

Any explanation desired by Bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the Contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all Bidders and its receipt by the Bidder shall be acknowledged.

### **CONDITIONS AT SITE OF WORK**

Bidders are expected to visit the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

### **PREPARATION OF BIDS**

- (1) Bids shall be submitted on the forms furnished, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the Proposal.
- (2) The bid schedule will provide for quotation of a price or prices for one or more pay items, which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof, which will result in a total bid amount for the proposed construction.

Where required on the bid form, Bidders must quote on all items and THEY ARE WARNED that failure to do so will disqualify them. When quotations on all items are not required, Bidders should insert the words "no bid" in the space provided for any item not requiring a quotation and for which no quotation is made.

- (3) The Bidder shall specify the price or prices bid in figures. On unit price contracts the Bidder shall also show the products of the respective unit prices and quantities in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed. In case of a discrepancy between the unit prices and the extensions, the unit prices shall govern.
- (4) Neither conditional nor alternative bids will be considered unless called for.
- (5) Unless specifically called for, tele facsimile bids will not be considered.
- (6) Bid Schedule form should be enclosed in a separate sealed envelope and enclosed with all other bidding forms required at the opening.

**BID SECURITY**

All bids shall be accompanied by a bid security in the form of an acceptable Bid Bond (Form 25D-14), or a certified check, cashier's check or money order made payable to the City of Gustavus. The amount of the bid security is specified on the Invitation to Bid.

Bid Bonds must be accompanied by a legible Power of Attorney.

If the Bidder fails to furnish an acceptable bid security with the bid, the bid shall be rejected as non-responsive. Electronic notification of execution of Bid Bond does not meet the requirements of bid security accompanying the bid. An individual surety will not be accepted as a bid security.

The bid securities of the two lowest Bidders will be held by the City until the Contract has been executed, after which such bid securities will be returned. All other bid securities will be returned as soon as practicable.

If all bids are rejected, all bid securities will be returned as soon as practicable.

**BIDDERS QUALIFICATIONS**

Before a bid is considered for award, the Bidder may be requested by the City to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

**SUBMISSION OF BIDS**

Bids must be submitted as directed on the Invitation for Bids. Do not include in the envelope any bids for other work.

**ADDENDA REQUIREMENTS**

The bid documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telefacsimile prior to the scheduled time of bid opening. If no addenda are received by the Bidder, the word "None" should be shown as specified.

Every effort will be made by the City to insure that Contractors receive all addenda when issued. Addenda will be issued to the individual or company to whom bidding documents were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, email, telefacsimile, courier and in special circumstances, by phone. Addenda will be issued to the address, telefacsimile number or phone number as stated on the plan holder's list maintained by the City Clerk/Treasurer unless picked up in person or included with the bid documents. It is the Bidder's responsibility to insure that he has received all addenda affecting the Invitation For Bids. No claim or protest will be allowed based on the Bidder's allegation that he did not receive all of the addenda for an Invitation For Bids.

**WITHDRAWAL OR REVISION OF BIDS**

A Bidder may withdraw or revise a bid after it has been deposited with the City, provided that the request for such withdrawal or revision is received by the designated office, in writing, or by telefacsimile, before the time set for opening of bids.

Tele facsimile modifications shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids.

**RECEIPT AND OPENING OF BIDS**

- (1) All bids, including any amendment or withdrawal must be received by the City prior to the scheduled time of bid opening. Any bid, amendment, or withdrawal which has not been actually received by the City prior to the time of the scheduled bid opening will not be considered.

- (2) No responsibility will be attached to any officer or employee of the City for the premature opening of, or failure to open, a bid improperly addressed or identified.
- (3) The City reserves the right to waive any technicality in bids received when such waiver is in the interest of the City.

#### **BIDDERS PRESENT**

At the time fixed for bid opening, bids will be publicly opened and read for the information of Bidders and others properly interested, who may be present either in person or by representative. The amount of the bid and the name of the Bidder shall be compiled and distributed as soon as possible after bid opening. Bids are not open for public inspection until after the Notice of Intent to Award is issued.

#### **BIDDERS INTERESTED IN MORE THAN ONE BID**

If more than one bid is offered by any one party, by or in the name of his or their clerk or partner, all such bids will be rejected. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work.

#### **REJECTION OF BIDS**

The City reserves the right to reject any and all bids when such rejection is in the best interest of the City; to reject the bid of a Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the Contracting Officer, in a position to perform the Contract; and to reject a bid as nonresponsive where the Bidder fails to furnish the required documents, fails to complete required documents in the manner directed, or makes unauthorized alterations to the bid documents.

#### **CONSIDERATION OF BIDS**

After the Bids are opened and read, they will be compared on the basis identified on the bid schedule and the apparent low Bidder announced.

The apparent low Bidder shall, within 5 working days following identification as the apparent low Bidder, submit a completed Subcontractor List, Form 25D-5, listing all firms with which the prime CONTRACTOR intends to execute subcontracts for the performance of the Contract. The list shall include the name, business address, business license number and contractor's registration number of each proposed Subcontractor.

If a subcontractor on the list does not have a valid Alaska business license and a valid certificate of registration at the time the contract is awarded, the Bidder may not use the subcontractor in the performance of the contract, and shall replace the subcontractor with a subcontractor who has a valid Alaska business license and a valid certificate of registration at the time of award.

Upon confirmation of the contents of the bid, the low Bidder will be identified by the CITY by telephone and in writing. If the low Bidder differs from the apparent low Bidder then the requirements for Subcontractor listing, as noted above, shall become effective upon the low Bidder at the time of identification.

If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of Work and the value of that Work is in excess of one-half of one percent of the total bid, the Bidder agrees that it shall be considered to have agreed to perform that portion of Work without the use of a Subcontractor and to have represented that the Bidder is qualified to perform the Work.

A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the Work required under the Contract, violates this section.

If a Contract is awarded to a Bidder who violates this section, the Bidder agrees that the Contracting Officer may:

- (1) cancel the Contract without any damages accruing to the City; or
- (2) after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the Subcontract at issue.

A Bidder may replace a listed Subcontractor who:

- (1) fails to provide valid licensure and registration at time of award ;
- (2) files for bankruptcy or becomes insolvent;
- (3) fails to execute a contract with the Bidder involving performance of the Work for which the Subcontractor was listed and the Bidder acted in good faith;
- (4) fails to obtain bonding;
- (5) fails to obtain insurance acceptable to the City;
- (6) fails to perform the contract with the Bidder involving Work for which the Subcontractor was listed;
- (7) must be substituted in order for the prime CONTRACTOR to satisfy required State and Federal affirmative action requirements;
- (8) refuses to agree or abide with the bidder's labor agreement; or
- (9) is determined by the Contracting Officer not to be a responsible subcontractor.

In addition to the circumstances described above, the Contractor may request permission from the Contracting Officer to add or replace a listed subcontractor. The request must be made in advance, in writing, specifically detailing the basis for the request, and shall include appropriate supporting documentation. The Contracting Officer will approve the request if it is determined to be in the best interest of the City.

#### **AWARD OF CONTRACT**

- (1) The letter of Award, if the Contract is to be awarded, will be issued to the lowest responsible and responsive Bidder as soon as practicable and usually within 30 calendar days after opening of Proposals.
- (2) All Bidders will be notified of the CITY'S Intent to Award the Contract and the successful Bidder will be requested to execute certain documents, including the Contract form and bonds.
- (3) The Contract will be awarded to the successful Bidder following receipt by the City of all required documents, properly executed, within the time specified in the Intent to Award. Failure to enter into a contract within the specified time shall be grounds for forfeiture of the bid security and consideration of the second low Bidder for award.



## **CITY OF GUSTAVUS REQUIRED DOCUMENTS**

State and Federal EDA Grant Funded Contracts

**REQUIRED FOR BID.** Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. **Bid Form (Form 25D-9)**
  2. **Bid Schedule**
  3. **Bid Security**
  4. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:  
**Bid Modification (Form 25D-16)**
  5. **Copy of Contractor License**
  6. **Copy of Alaska Business License**
- 

**REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER.** The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List (Form 25D-5)**
- 

**REQUIRED FOR AWARD.** In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Contractor's Questionnaire (Form 25D-8)**
  2. **Certificate of Insurance (from carrier)**
- 

**REQUIRED FOR NOTICE TO PROCEED.** In order to receive a Notice to Proceed the awarded contractor must completely fill out and submit the following documents within the time specified in the Notice of Award letter:

1. **Construction Contract (Form 25D-10A)**
2. **100% Payment Bond (Form 25D-12)**
3. **100% Performance Bond (Form 25D-13)**

**CITY OF GUSTAVUS**  
Bid Form  
For  
Gustavus Fish Passage Improvements  
Grandpa's Farm Road Bridge Project

By

---

Company Name

---

Company Address

---

Alaska Contractor License Number (required)

TO THE CONTRACTING OFFICER,  
CITY OF GUSTAVUS:

In compliance with your Invitation to Bid dated February 25, 2022, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the above-referenced Project, located at or near Gustavus, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule consisting of \_\_\_\_ sheets, which is made a part of this Bid.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the City of Gustavus as liquidated damages, and the said Contracting officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 30 calendar days, and to complete all work by September 10, 2022 unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish Payment Bond in the amount of **100%** (of the contract) and Performance Bond in the amount of **100%** (of the contract), as surety conditioned for the full, complete and faithful performance of this contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

| <b>Addenda<br/>Number</b> | <b>Date<br/>Issued</b> | <b>Addenda<br/>Number</b> | <b>Date<br/>Issued</b> | <b>Addenda<br/>Number</b> | <b>Date<br/>Issued</b> |
|---------------------------|------------------------|---------------------------|------------------------|---------------------------|------------------------|
|                           |                        |                           |                        |                           |                        |
|                           |                        |                           |                        |                           |                        |
|                           |                        |                           |                        |                           |                        |
|                           |                        |                           |                        |                           |                        |
|                           |                        |                           |                        |                           |                        |

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#### NON-COLLUSION DECLARATION

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

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The Undersigned has read the foregoing and hereby agrees to the conditions stated therein by affixing his signature below:

---

**Signature of Authorized Company Representative**

---

**Typed or printed Name, Title**

(      )  
**Phone Number**

(      )  
**Fax Number**

# CITY OF GUSTAVUS BID SCHEDULE

for

## Grandpa's Farm Road Bridge Project—ITB FY 22-01 RM

**Project Name**

Provide all personnel, material, supplies, equipment, transportation, and all other items as may be required to complete the services identified within the Scope of Work in this solicitation to complete the installation of a bridge at the Grandpa's Farm Road crossing of Harry Hall Creek in full accordance with the Bidding Documents. The award will be based on total base bid. Before preparing this bid schedule, read carefully Section 102 of the Standard Specifications for Highway Construction.

| City of Gustavus – Grandpa's Farm Road Bridge Project |  |                |                 |                   |               |
|---|--|----------------|-----------------|-------------------|---------------|
| BASIC BID   |  |                |                 |                   |               |
| PAY<br>ITEM<br>NUMBER                                 | Pay Item Description   | Pay Unit       | Quantity        | Unit Bid<br>Price | Amount<br>Bid |
| 201(3B)   | CLEARING AND GRUBBING  | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 202(4)  | REMOVAL OF CULVERT<br>PIPE   | LINEAR<br>FOOT | 33              |                   |               |
| 203(3)  | UNCLASSIFIED<br>EXCAVATION   | CUBIC YARD     | 412             |                   |               |
| 203(5C)   | BORROW, TYPE C   | CUBIC YARD     | 246             |                   |               |
| 203(19)   | STREAM DIVERSION &<br>DEWATERING   | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 203(20)   | UTILITY RELOCATION   | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 301(4)  | AGGREGATE SURFACE<br>COURSE (E-1)  | CUBIC YARD     | 18              |                   |               |
| 506(5)  | MODULAR GLULAM TIMBER<br>GIRDER BRIDGE WITH<br>TIMBER DECK DESIGNED<br>BY OTHERS | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 506(6)  | PREFABRICATED TIMBER<br>SILLS AND BACKWALLS                                      | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 506(7)  | SHIPPING   | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 506(8)  | ASSEMBLY AND<br>INSTALLATION OF BRIDGE   | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 611(1)  | RIPRAP, CLASS I  | CUBIC YARD     | 70              |                   |               |
| 618(4)  | SEEDING  | LUMP SUM       | ALL<br>REQUIRED |                   |               |
| 619(2)  | MATTING  | SQUARE<br>YARD | 217             |                   |               |
| 630(1)  | GEOTEXTILE, SEPARATION   | SQUARE<br>YARD | 181             |                   |               |
| 634(1)  | GEOGRID  | SQUARE<br>YARD | 75              |                   |               |

|   |  |          |              |  |  |
|---|--|----------|--------------|--|--|
| 640(1)                                    | MOBILIZATION AND DEMOBILIZATION              | LUMP SUM | ALL REQUIRED |  |  |
| 641(1)                                    | EROSION AND POLLUTION CONTROL ADMINISTRATION | LUMP SUM | ALL REQUIRED |  |  |
| 642(1)                                    | CONSTRUCTION SURVEYING                       | LUMP SUM | ALL REQUIRED |  |  |
| 643(2)                                    | TRAFFIC MAINTENANCE                          | LUMP SUM | ALL REQUIRED |  |  |
| <b>BASIC<br/>BID<br/>TOTAL<br/>AMOUNT</b> | <b>\$</b>                                    |          |              |  |  |

**CITY OF GUSTAVUS  
BID MODIFICATION**

For

**Gustavus Fish Passage Improvements—Grandpa’s Farm Road Bridge Project**  
Project Name

Modification Number: \_\_\_\_\_

Note: All revisions shall be made to the unadjusted bid amount(s).  
Changes to the adjusted bid amounts will be computed by the City.

| PAY ITEM NO. | PAY ITEM DESCRIPTION | REVISION TO UNIT BID PRICE +/- | REVISION TO BID AMOUNT +/- |
|--------------|----------------------|--------------------------------|----------------------------|
|              |                      |                                |                            |
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|              |                      |                                |                            |

**TOTAL REVISION:** \$ \_\_\_\_\_

\_\_\_\_\_  
**Name of Bidding Firm**

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Date**

This form may be duplicated if additional pages are needed.

**CITY OF GUSTAVUS  
BID BOND**

For

**Gustavus Fish Passage Improvements—Grandpa's Farm Road Bridge Project  
ITB FY 22-01 RM**

Project Name \_\_\_\_\_

DATE BOND EXECUTED: \_\_\_\_\_

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

|  |   |                                     |                                      |  |                                      |
|--|---|-------------------------------------|--------------------------------------|--|--------------------------------------|
|  | <table style="width: 100%; border: none;"><tr><td style="width: 50%; border: none;"><input type="checkbox"/> Individual</td><td style="width: 50%; border: none;"><input type="checkbox"/> Partnership</td></tr><tr><td style="border: none;"><input type="checkbox"/> Joint Venture</td><td style="border: none;"><input type="checkbox"/> Corporation</td></tr></table> | <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Individual    | <input type="checkbox"/> Partnership  |                                     |                                      |  |                                      |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation  |                                     |                                      |  |                                      |
| STATE OF INCORPORATION: _____          |   |                                     |                                      |  |                                      |

SURETY(IES) (Name and business address):

|                          |           |                    |
|--------------------------|-----------|--------------------|
| <b>A.</b>                | <b>B.</b> | <b>C.</b>          |
| PENAL SUM OF BOND: _____ |           | DATE OF BID: _____ |

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the City (City of Gustavus), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above-referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the City created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

**Principal**

|                                    |           |           |                   |
|------------------------------------|-----------|-----------|-------------------|
| Signature(s)                       | <b>1.</b> | <b>2.</b> | <b>3.</b>         |
| Name(s)<br>& Title(s)<br>(Typed)   | <b>1.</b> | <b>2.</b> | <b>3.</b>         |
| <b>See Instructions on Reverse</b> |           |           | Corporate<br>Seal |

**CORPORATE SURETY(IES)**

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>SURETY A</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(Typed) | 1.                  | 2.                     |                       |

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>Surety B</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(Typed) | 1.                  | 2.                     |                       |

|                                |                     |                        |                       |
|--------------------------------|---------------------|------------------------|-----------------------|
| <b>Surety C</b>                | Name of Corporation | State of Incorporation | Liability Limit<br>\$ |
| Signature(s)                   | 1.                  | 2.                     | Corporate<br>Seal     |
| Name(s)<br>& Titles<br>(Typed) | 1.                  | 2.                     |                       |

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.





2. What percent of the total value of this contract do you intend to subcontract? \_\_\_\_\_ %

3. Do you propose to purchase any equipment for use on this project?  
☐ No ☐ Yes If YES, describe type, quantity, and approximate cost:

---

---

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4. Do you propose to rent any equipment for this work?  
☐ No ☐ Yes If YES, describe type and quantity:

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---

5. Is your bid based on firm offers for all materials necessary for this project?  
☐ Yes ☐ No If NO, please explain:

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#### C. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the City of Gustavus?  
☐ Yes ☐ No

Describe the most recent or current contract, its completion date, and scope of work:

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---

---

---

2. List, as an attachment to this questionnaire, other construction projects you have completed, the dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

**I hereby certify that the above statements are true and complete.**

\_\_\_\_\_  
**Name of Contractor**

\_\_\_\_\_  
**Name and Title of Person Signing**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**CITY OF GUSTAVUS  
SUBCONTRACTOR LIST**

for

**Gustavus Fish Passage Improvements—Grandpa's Farm Road Bridge Project  
ITB FY 22-01 RM**

**Project Name**

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the City.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

**Check as applicable:** [ ] All Work on the above-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

or

[ ] Subcontractor List is as follows:

**LIST FIRST TIER SUBCONTRACTORS ONLY**

| <b>FIRM NAME,<br/>ADDRESS,<br/>PHONE NO.</b> | <b>BUSINESS LICENSE NO.,<br/>CONTRACTOR'S<br/>REGISTRATION NO.</b> | <b>SCOPE OF WORK TO<br/>BE PERFORMED</b> |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

**I hereby certify that the listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to AWARD of a subcontract.**

\_\_\_\_\_  
**Signature of Authorized Company Representative**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Company Address (Street or PO Box, City, State, Zip)**

\_\_\_\_\_  
**Date**

(     )

\_\_\_\_\_  
**Phone Number**



**CITY OF GUSTAVUS  
CONSTRUCTION CONTRACT**

**For**

**Gustavus Fish Passage Improvement Project—Grandpa's Farm Road Bridge—  
ITB FY**

**Project Name**

This CONTRACT, between the CITY OF GUSTAVUS, herein called the City, acting by and through its Contracting Officer, and

**Company Name**

**Company Address (Street or PO Box, City, State, Zip)**

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☐ Corporation incorporated under the laws of the State of \_\_\_\_, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the City, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the City, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the City. In no event shall the City be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the City. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the City, on or before: September 10, 2022. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the City, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the City shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the City shall have the right to recover twenty dollars (\$**20.00**) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance

with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ \_\_\_\_\_ Payment Bond, and \$ \_\_\_\_\_ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

In witness whereof, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

---

**CONTRACTOR**

---

**Company Name**

---

**Signature of Authorized Company Representative**

---

**Typed Name and Title**

---

**Date**

(Corporate Seal)

---

**CITY OF GUSTAVUS**

---

**Signature of Contracting Officer**

---

**Typed Name**

---

**Date**

**CITY OF GUSTAVUS  
PAYMENT BOND**

Bond No. \_\_\_\_\_

**Gustavus Fish Passage Improvements— Grandpa's Farm Road Bridge Project  
ITB FY 22-01 RM**

Project Name

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the City of Gustavus in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America for the payment whereof, well and truly to be paid to  
the City of Gustavus, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said City of Gustavus, on the \_\_\_\_\_  
of \_\_\_\_\_ A.D., 20\_\_\_\_, for construction of the above-referenced project, said work to be done  
according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply  
with all requirements of law and pay, as they become due, all just claims for labor performed and materials  
and supplies furnished upon or for the work under said contract, whether said labor be performed and said  
materials and supplies be furnished under the original contract, any subcontract, or any and all duly  
authorized modifications thereto, then these presents shall become null and void; otherwise they shall  
remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
**City of Gustavus Authorized Representative**

\_\_\_\_\_  
**Date**

### **PAYMENT BOND INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Individual Surety shall not be permitted on this project.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



**CITY OF GUSTAVUS  
PERFORMANCE BOND**

Bond No. \_\_\_\_\_

For

**Gustavus Fish Passage Improvements— Grandpa's Farm Road Bridge Project  
ITB FY 22-01 RM**

Project Name

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That \_\_\_\_\_  
of \_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
of \_\_\_\_\_ as Surety,  
firmly bound and held unto the City of Gustavus in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_),  
good and lawful money of the United States of America for the payment whereof, well and truly to be paid to  
the City of Gustavus, we bind ourselves, our heirs, successors, executors, administrators, and assigns,  
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said City of Gustavus, on the \_\_\_\_\_  
of \_\_\_\_\_ A.D., 20\_\_\_\_\_, for construction of the above-referenced project, said work to be  
done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well  
and truly perform and complete all obligations and work under said contract and if the Principal shall  
reimburse upon demand of the City of Gustavus any sums paid him which exceed the final payment  
determined to be due upon completion of the project, then these presents shall become null and void;  
otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at \_\_\_\_\_,  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

**Principal:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

**Surety:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone:** (     ) \_\_\_\_\_

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
**City of Gustavus Authorized Representative**

\_\_\_\_\_  
**Date**

## **PERFORMANCE BOND INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Individual Surety shall not be utilized on this project.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

**CITY OF GUSTAVUS**  
**ITB FY 22-01 RM**  
**GUSTAVUS FISH PASSAGE IMPROVEMENTS**  
**GRANDPA'S FARM ROAD BRIDGE PROJECT**  
**PROJECT GENERAL AND SPECIAL PROVISIONS LIST**

Section 101 DEFINITIONS AND TERMS  
Section 102 BIDDING REQUIREMENTS AND CONDITIONS  
Section 103 AWARD AND EXECUTION OF CONTRACT  
Section 104 SCOPE OF WORK  
Section 105 CONTROL OF WORK  
Section 106 CONTROL OF MATERIAL  
Section 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC  
Section 108 PROSECUTION AND PROGRESS  
Section 109 MEASUREMENT AND PAYMENT

**SECTION 101**  
**DEFINITIONS AND TERMS**

**101-1.01 GENERAL.** The following terms and definitions apply in these Specifications. If a term is not defined, the ordinary, technical, or trade meanings for that term shall apply, within the context in which it is used.

**ALL REFERENCES TO "DEPARTMENT" SPECIFIED IN THESE CONTRACT DOCUMENTS SHALL BE REPLACED WITH "CITY OF GUSTAVUS". ANY REFERENCE TO SPECIFICATION SECTIONS NOT IN THESE CONTRACT DOCUMENTS, CONTRACTOR SHALL REFER TO THE STATE OF ALASKA DOT/PF CONSTRUCTION SPECIFICATION 2020 SECTION OF THAT NUMBER.**

Titles and headings of sections, subsections, and subparts are intended for convenience of reference and will not govern their interpretation.

Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Invitation to Bid, unless specified by year or date.

These Specifications are written to the Bidder or Contractor. Unless otherwise noted, all actions required by the specifications are to be performed by the Bidder, the Contractor, or the Contractor's agent.

**101-1.02 ACRONYMS.** Acronyms used in the Contract include the following (publications and plans are italicized):

**AAC**            *Alaska Administrative Code*  
**AASHTO**       *American Association of State Highway and Transportation Officials*

|                   |  |
|-------------------|--|
| <b>AITC</b>       | American Institute of Timber Construction  |
| <b>ANSI</b>       | American National Standards Institute  |
| <b>AKOSH</b>      | Alaska Occupational Safety and Health  |
| <b>AS</b>         | <i>Alaska Statute</i>  |
| <b>ASDS</b>       | <i>Alaska Sign Design Specifications</i>   |
| <b>ASME</b>       | American Society of Mechanical Engineers   |
| <b>ASTM</b>       | American Society for Testing & Materials   |
| <b>ATM</b>        | Alaska Test Method (see <i>Alaska Test Methods Manual</i> )                          |
| <b>CFR</b>        | <i>Code of Federal Regulations</i>   |
| <b>CRSI</b>       | Concrete Reinforcing Steel Institute   |
| <b>DOLWD</b>      | Alaska Department of Labor and Workforce Development                                 |
| <b>DOT&amp;PF</b> | Alaska Department of Transportation and Public Facilities                            |
| <b>FOP</b>        | Field Operating Procedure (see <i>Alaska Test Methods Manual</i> )                   |
| <b>SSHC</b>       | <i>DOT&amp;PF Standard Specifications for Highway Construction</i>                   |
| <b>SWPPP</b>      | <i>Storm Water Pollution Prevention Plan</i>   |
| <b>WAQTC</b>      | Western Alliance for Quality in Transportation Construction (see <i>ATM Manual</i> ) |

### **101-1.03 DEFINITIONS.**

**ADDENDA.** Clarifications, corrections, or changes to the Plans, Specifications, or other Contract documents issued graphically or in writing by the City after the advertisement but prior to bid opening.

**ADVERTISEMENT.** The public announcement, as required by law, inviting bids for specified work or materials.

**AGREED PRICE.** An amount negotiated between the City and the Contractor after Contract award for additional work performed or additional materials supplied under the Contract.

**ALASKA TEST METHODS MANUAL.** The materials testing manual used by the Alaska Department of Transportation & Public Facilities (ADOT&PF). Contains Alaska Test Methods, WAQTC Test Methods, WAQTC FOPs for AASHTO Test Methods, and Alaska Standard Practices for evaluating test results and calibrating testing equipment.

**AWARD.** Acceptance of the successful bid by the City. The award is effective upon execution of the Contract by the Contracting Officer.

**BASE COURSE.** One or more layers of specified material placed on a subbase or subgrade to support a surface course.

**BID.** The bidder's offer, on the prescribed forms, to perform the specified work at the prices quoted.

**BID BOND.** A type of bid guaranty.

**BIDDER.** An individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities submitting a bid for the advertised work.

**BID GUARANTY.** The security furnished with a bid to guarantee that the bidder will enter into a contract if the Department accepts the bid.

**BRIDGE.** A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway; and having a track or passageway for carrying traffic or other moving loads and

a length measured along the roadway center of more than 20 feet between undercopings of abutments or spring lines of arches or extreme ends of openings of multiple boxes. The length of a bridge structure is the overall length measured along the line of survey stationing between backs of abutment backwalls or between ends of the bridge floor.

**CALENDAR DAY.** Every day shown on the calendar, beginning and ending at midnight.

**CHANGE ORDER.** A written order by the City to the Contractor making changes to the Contract, within its general scope, and establishing the basis of payment and time adjustment, if any, for the work affected.

**COMPLETION DATE.** The date on which all Contract work is specified to be completed.

**CONSTRUCTION.** Physical activity by the Contractor or any Subcontractor using labor, materials or equipment within the Project, or within material sources planned for use on the Project.

**CONTINGENT SUM.** A method for paying for a Contract bid item reserved by the City for specified contingencies. The Contractor shall perform Contingent Sum work only upon the Directive of the Engineer. The basis of payment for Contingent Sum work shall be specified in the Contract or the Directive.

**CONTRACT.** The written agreement between the City and the Contractor setting forth the obligations of the parties for the performance and completion of the work.

The Contract includes the Invitation To Bid, Bid Form, Standard Specifications, Standard Modifications, Special Provisions, Plans, Bid Schedule, Contract Forms, Contract Bonds, Addenda, and any Change Orders, Interim Work Authorizations, Directives, or Supplemental Agreements that are required to complete the work in an acceptable manner, all of which constitute one instrument.

**CONTRACTING OFFICER (PROCUREMENT OFFICER).** The person authorized by the City of Gustavus to enter into and administer the Contract on behalf of the City of Gustavus. The Contracting Officer has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the Invitation to Bid.

**CONTRACT ITEM (PAY ITEM).** A specifically described item of Contract work listed on the Bid Schedule or in a Change Order.

**CONTRACTOR.** The individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities contracting with the Department for performance of the Contract.

**CONTRACT TIME.** The time allowed under the Contract, including authorized time extensions, for the completion of all work by the Contractor. Contract time may be specified either in calendar days or by completion date.

**CONTROLLING ITEM.** Any feature of the work considered at the time by the Engineer: (1) essential to the orderly completion of the work and (2) a feature which, if delayed, will delay the time of completion of the Contract (such as an item of work on the critical path of a network schedule).

**COST.** Amounts actually incurred by the Contractor in the performance of the Contract that are (a) actually reflected in contemporaneously maintained accounting or other financial records and (b) supported by original source documentation. Costs are to be stated in U.S. dollars.

**CULVERT.** Any structure not classified as a bridge that provides an opening under the embankment.

**DAY.** Calendar day unless preceded by the word “working”.

**DEPARTMENT.** The City of Gustavus.

**DIRECTIVE.** A written communication to the Contractor from the Engineer enforcing or interpreting a Contract requirement or ordering commencement or suspension of an item of work already established in the Contract.

**ENGINEER.** The authorized representative of the City's Contracting Officer. The Engineer is responsible for administration of the Contract.

**EQUIPMENT.** All machinery, tools, apparatus, and supplies necessary to preserve, maintain, construct, and complete the work.

**EQUITABLE ADJUSTMENT.** An increase or decrease in Contract price or time calculated according to the terms of this Contract.

**EXTRA WORK.** An item of work not provided for in the Contract as awarded but found essential by the Engineer for the satisfactory completion of the Contract within its intended scope.

**HIGHWAY, STREET, OR ROAD.** A general term denoting a public way used by vehicles and pedestrians, including the entire area within the right-of-way.

**INSPECTOR.** The Engineer's representative authorized to make detailed inspections of Contract performance and materials.

**INTERIM WORK AUTHORIZATION.** A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

**INVITATION TO BID.** The advertisement for bids for all work or materials on which bids are required.

**MAJOR CONTRACT ITEM.** A Contract item with a total value of 5 percent or more of the Contract award amount.

**MATERIALLY UNBALANCED BID.** A mathematically unbalanced bid that either (a) gives rise to a reasonable doubt that it will ultimately result in the lowest overall cost to the City, even though it may be the lowest bid or (b) is so unbalanced as to be tantamount to allowing a significant advance payment.

**MATERIALS.** Substances specified for use in the construction of the project.

**MATERIALS CERTIFICATION LIST (MCL).** A list of materials for which certifications must be submitted to the Engineer. The MCL will also designate electrical products requiring listing by an approved independent electrical testing laboratory. The MCL is included in the Contract documents as an appendix.

**MATHEMATICALLY UNBALANCED BID.** A bid (a) where each pay item fails to carry its share of the cost of the work plus the bidder's overhead and profit, or (b) based on nominal prices for some pay items and enhanced prices for other pay items.

**MINOR CONTRACT ITEM.** A Contract item with a total value of less than 5 percent of the Contract award amount.

**NOTICE OF INTENT TO AWARD.** The written notice by the City announcing the apparent successful bidder and establishing the Department's intent to award the Contract when all required conditions are met.

**NOTICE TO PROCEED.** Written notice to the Contractor to begin the Contract work.

**ORIGINAL GROUND (OG).** The ground surface prior to the start of work.

**PATHWAY.** A paved path for multiple uses.

**PAVEMENT STRUCTURE.** The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute the traffic load to the roadbed.

**PAYMENT BOND.** The security furnished by the Contractor and the Contractor's Surety to guarantee payment of all persons who supply labor and material in prosecution of the work provided for in the contract.

**PERFORMANCE BOND.** The security furnished by the Contractor and the Contractor's Surety to guarantee performance and completion of the work provided for in the contract.

**PLANS.** Contract drawings, profiles, typical cross sections, Standard Drawings, working drawings, shop drawings and supplemental drawings or reproductions showing the location, character, dimensions, and details of the work.

**PRECONSTRUCTION CONFERENCE.** A meeting between the Contractor and the Engineer to discuss the project before the Contractor begins the work.

**PROFILE.** The vertical elevation of the surface of the layer at the location indicated. On a roadbed it is typically indicated at the longitudinal centerline of the top layer of pavement. On a material or fabrication it may be used to indicate a thickness of material or thickness of a coating.

**PROJECT.** (a) The specific section of the highway or other property and related facilities on which construction is to be performed, or (b) the work that is to be performed under the Contract whether completed or partially completed.

**RESOURCES.** Labor, equipment, materials, supplies, tools, transportation, and supervision necessary to perform the work.

**RESPONSIBLE BIDDER.** A bidder that the Department determines has the skill, ability, financial resources, legal capacity to contract, equipment, required licenses, integrity, satisfactory record of performance and that is otherwise fully capable of performing the Contract.

**RESPONSIVE BID.** A bid that the City determines conforms in all material respects with the solicitation for bids.

**RIGHT-OF-WAY.** Land or property or an interest in property available for a project. The uses allowed in portions of right-of-way may be restricted.

**ROADBED.** Graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

**ROADSIDE.** A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

**ROADWAY.** Portion of a highway including shoulders, for vehicular use.

**SHOULDER.** Portion of the roadway adjacent to the traveled way for accommodation of stopped vehicles for emergency use, and for lateral support of base and surface courses.

**SIDEWALK.** Portion of the project constructed for the exclusive use of pedestrians.

**SPECIAL PROVISION.** Addition or revision that amends or supersedes the Specifications and is applicable to an individual project.

**SPECIALTY ITEM.** A Contract item identified in the Contract that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract.

**SPECIFICATIONS.** General term applied to all Contract terms, conditions, directions, provisions, and requirements.

**STANDARD DRAWING.** Drawing approved by the City for repetitive use, showing details to be used where appropriate.

**STANDARD MODIFICATION.** Addition or revision that amends or supersedes the Standard Specification, and is approved by the Department for general application and repetitive use.

**STANDARD SPECIFICATIONS.** A book or electronic file of specifications approved by the Department for general application and repetitive use.

**STATE.** The State of Alaska, acting through its authorized representative.

**STATION.** A distance of 100 feet measured horizontally, usually along centerline.

**STRUCTURE.** Bridge, culvert, catch basin, drop inlet, retaining wall, cribbing, manhole, endwall, building, sewer, service pipe, underdrain, foundation drain, or other similar feature that may be encountered in the work.

**SUBBASE.** Layer of specified material between the subgrade and base course.

**SUBCONTRACTOR.** Individual or legal entity to whom or to which the Contractor sublets part of the Contract.

**SUBGRADE.** The top surface of a roadbed on which the pavement structure and shoulders are constructed.

**SUBSIDIARY.** Work or material not measured or paid for directly. Compensation for such work is included in the payment for other items of work.



**SUBSTANTIAL COMPLETION.** The point at which the project (1) can be safely and effectively used by the public without further delays, disruption, or other impediments; and (2) pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, guardrail and other traffic barrier, safety appurtenance, utilities, lighting and all bridge deck and parapet work is complete.

For projects that will not be opened to the traveling public or are being built in phases, the work is substantially complete when it is ready for the subsequent project.

**SUBSTRUCTURE.** All portions of a bridge below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, including backwalls, wingwalls, and wing protection railings.

**SUPERINTENDENT.** The Contractor's authorized representative in responsible charge of the work.

**SUPERSTRUCTURE.** The entire bridge structure above the substructure.

**SUPPLEMENTAL AGREEMENT.** Negotiated written agreement between the City and the Contractor authorizing performance of work beyond the general scope of, but in conjunction with, the original Contract. Supplemental agreements are new procurements under the State Procurement Code, AS 36.30.

**SURETY.** Corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**SURFACE COURSE.** Top homogenous layer of the pavement structure. It is designed to withstand the wear of traffic and the disintegrating effects of climate. Sometimes called the wearing course.

**TRAFFIC CONTROL PLAN (TCP).** One or more project-specific plans detailing the routing of vehicular or pedestrian traffic through or around a construction area including the location of all traffic control devices.

**TRAIL.** An unpaved path for multiple uses.

**TRAVELED WAY.** Portion of the roadway designed for vehicle use, excluding shoulders.

**UTILITY.** Line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or other similar commodity, including a publicly owned fire or police signal system, street lighting system, or railroad which directly or indirectly serves the public. Also means a utility company, inclusive of any subsidiary.

**WORK.** Depending on the context, (a) The act of furnishing all resources for the project and performing all duties and obligations required by the Contract or (b) the physical construction, facility or end-product that is contemplated under the Contract, whether completed or partially completed.

**WORKING DAYS.** Calendar days, except Saturdays and state holidays.

**WORKING DRAWINGS.** Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, wiring diagrams and schematics, traffic control plans, night work lighting plans, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

**SECTION 102**  
**BIDDING REQUIREMENTS AND CONDITIONS**

**102-1.01 QUALIFICATION OF BIDDERS.** A bidder shall:

1. Submit evidence of Contractor Registration and valid Business License at the time designated for bid opening.
2. When requested, submit a completed Contractor's Questionnaire (Form 25D-8) stating previous experience in performing comparable work, business and technical organization, financial resources, and equipment available to be used in performing the work.

**102-1.02 CONTENTS OF BID PACKAGE.** Upon request, the City will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

1. Location and description of the project;
2. Estimates of quantities of work and materials to be furnished;
3. Schedule of contract items for which bid prices are invited;
4. Time in which the work must be completed;
5. Amount of the bid guaranty;
6. Date, time, and place for the bid opening;
7. Plans and specifications; and
8. Bid forms.

Unless otherwise stated in the bid package, the Plans, Specifications, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

**102-1.03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE.** Bid prices shall be based on the estimated quantities shown in the bid schedule. Quantities of work to be done and materials to be furnished are approximate and are prepared only for the comparison of bids. These quantities may increase, decrease, or be eliminated as provided. Payment for unit price items will be made for the actual accepted quantities of work performed and materials furnished under the Contract, as determined using the method of measurement specified in the Contract.

**102-1.04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE.** Bidders shall examine the work site and all Contract documents before preparing a bid. Submitting a bid is a binding representation that the bidder has examined the work site, is aware of the conditions to be encountered, and has examined and understands all of the Contract documents, including plans and specifications. Bidders shall examine the bidding requirements listed under Subsection 105-1.06 Utilities.

Material Reports, Soils Investigation Reports, and other records are made available for information purposes only. It is made available so bidders may have access to the same information available to the City. It is not intended as a substitute for independent investigation, interpretation, or judgment of the bidder. The City is not responsible for any interpretation or conclusion drawn from its records by the bidder. Bidders shall examine Subsection 106-1.02 Material Sources for further information.

Any questions about bidding procedures, site conditions, or Contract requirements must be submitted in writing to the persons designated on the Invitation To Bid. Questions must be submitted

in sufficient time to get a reply before submitting a bid. No oral responses or other oral statements are binding on the City. Any response to a material question shall be issued by addendum sent to all bidders.

**102-1.05 PREPARATION OF BID.** Bids shall only be submitted on the forms furnished by the Department or legible copies of the Department's forms. All entries shall be legible and in ink or type. Bidders shall:

1. Enter all prices required on the Bid Schedule, in figures;
2. Enter a unit price for each contract item for which a quantity is given;
3. Enter the products of the respective unit prices and quantities in the column provided;
4. Enter lump sum prices for lump sum contract items in the column(s) provided; and
5. Enter the total amount of all contract items for the basic bid and, when specified, any alternates.

When a bid item contains a choice to be made by the bidder, the bidder shall indicate a choice according to the Specifications for that item. No further choice is permitted.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

**102-1.06 NONRESPONSIVE BIDS.**

1. A bid shall be rejected as nonresponsive if it:
  - a. Is not properly signed by an authorized representative of the bidder in ink and in a legally binding manner;
  - b. Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
  - c. Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award, except for an award limitation under Subsection 102-1.05;
  - d. Fails to include an acceptable bid guaranty with the bid;
  - e. Is materially unbalanced; or
  - f. Fails to meet any other material requirement of the Invitation To Bid.
2. A bid may be rejected as nonresponsive, in the City's discretion, if it:
  - a. Is not typed or completed in ink;
  - b. Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or
  - c. Is missing a bid price for any pay item, except when alternate pay items are authorized.

**102-1.07 BID GUARANTY.** Bids shall be accompanied by a bid guaranty in the amount specified on the Invitation To Bid. The guaranty shall be unconditionally payable to the City of Gustavus and shall be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond.

An individual surety will not be accepted as a bid guaranty.

**102-1.08 DELIVERY OF BIDS.** Bids shall be submitted in a sealed envelope. The envelope shall clearly indicate its contents and the designated address, as shown on the Invitation to Bid. Bids for

other work may not be included in the envelope. Electronic or faxed bids will not be considered, unless specifically called for in the Invitation to Bid.

**102-1.09 WITHDRAWAL OR REVISION OF BIDS.** Bidders may withdraw or revise a bid in writing delivered by mail or by fax, provided that the designated office receives the withdrawal or revision before the time set for opening of bids.

Revisions shall include both the modification of the unit bid price and the total modification of each item modified, but shall not reveal the amount of the total original or revised bids.

**102-1.10 PROTEST OF INVITATION TO BID.** An interested party, as defined in AS 36.30.699, may protest an Invitation to Bid before the bid opening in accordance with AS 36.30.560 and AS 36.30.565. Submit a protest to the Contracting Officer.

**102-1.11 ADDENDA REQUIREMENTS.** The City will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid opening date are needed. The City may send addenda by any reasonable method such as mail, courier, fax, or may post the addenda on its web site. Unless picked up in person or included with the bid documents, addenda or notice that an addenda has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the address or fax number on the plan holders' list. Notwithstanding the City's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Invitation To Bid. Bidders must acknowledge all addenda received, either on the Bid Form or by fax prior to the scheduled time of bid opening. If a bidder received no addenda, the bidder shall enter "None" on the Bid Form.

**102-1.12 RECEIPT AND OPENING OF BIDS.** The City will only consider bids, revisions, and withdrawals received before the scheduled time of bid opening.

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. The City is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

**102-1.13 RESPONSIBILITY OF BIDDERS.** The City may find a bidder is non-responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

1. Evidence of bid rigging or collusion;
2. Fraud or dishonesty in the performance of previous contracts;
3. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
4. Unsatisfactory performance on previous or current contracts;
5. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
6. Uncompleted work that, in the judgment of the Department, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
7. Failure to reimburse the City of Gustavus for monies owed on any previous contracts;
8. Default under previous contracts;
9. Failure to submit evidence of registration and licensing;
10. Failure to comply with any qualification requirements of the Department;
11. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
12. Failure to satisfy the responsibility standards set out in state regulations;
13. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
14. Lack of legal capacity to contract.

Nothing contained in this section deprives the City of its discretion in determining the lowest responsible bidder.

## **SECTION 103**

### **AWARD AND EXECUTION OF CONTRACT**

**103-1.01 CONSIDERATION OF BIDS.** After the bids are opened and read, the bids will be mathematically checked and compared on the basis of the sum of the products of the bid schedule quantities and the unit bid prices. The unit bid prices govern if there is an error in extending the unit bid prices, or in totaling the extensions, or if an extension is missing. The results of the bid comparisons will be made available to the public as soon as practicable.

Until the Award, the City may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the City, in its discretion, determines that to do so is in the best interests of the City.

A bidder may request withdrawal of a bid after opening and before the Award only in accordance with AS 36.30.160(b) and State procurement regulations. Submit the request to the Contracting Officer.

An interested party, as defined in AS 36.30.699, may protest a proposed Award of contract as per AS 36.30.560 and AS 36.30.565. Submit the protest to the Contracting Officer.

**103-1.02 SUBCONTRACTOR LIST.** The apparent low bidder shall submit a completed Subcontractor List, Form 25D-5, within five working days following receipt of written notification by the City that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared non-responsible and may be required to forfeit the bid security. The City will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

1. Fails to comply with licensing and registration requirements;
2. Fails to obtain a valid business license;
3. Files for bankruptcy or becomes insolvent;
4. Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
5. Fails to obtain bonding acceptable to the City;
6. Fails to obtain insurance acceptable to the City;
7. Fails to perform the subcontract work for which the subcontractor was listed;
8. Must be replaced to meet the bidder's required state or federal affirmative action requirements;
9. Refuses to agree or abide with the bidder's labor agreement; or
10. Is determined by the City to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the City to add a new subcontractor or replace a listed subcontractor. The City will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the State.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder violates this subsection, the Contracting Officer may:

1. Cancel the Contract after Award without any damages accruing to the City; or
2. After notice and a hearing, assess a penalty on the bidder in an amount not exceeding 10 percent of the value of the subcontract at issue.

**103-1.03 AWARD OF CONTRACT.** The City will award the Contract to the lowest responsible and responsive bidder unless it rejects all bids. The City will notify all bidders in writing of its intent to award.

The low bidder will be based on the following bid totals, subject to available funding, listed in the order of highest priority to lowest priority as shown in the Bid Schedule.

Bidders are required to submit bids for the Basic Bid items and any Additive or Deductive Alternates contained in the Bid Schedule. The City will state the amount of available funding at the time of bid opening.

The City will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 30 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

**103-1.04 RETURN OF BID GUARANTY.** The City will return bid guaranties, other than bid bonds:

1. To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and
2. To the two lowest responsive and responsible bidders immediately after Contract award.

**103-1.05 PERFORMANCE AND PAYMENT BONDS.** The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the City for the sums specified in the Contract. If no sum is specified, the successful bidder shall comply with AS 36.25.010. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under Subsection 107-1.19.

The City may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the City or the Surety on any bond furnished in connection with the Contract:

1. Becomes insolvent or is declared bankrupt;
2. Loses its right to do business in any state affecting the work;
3. Ceases to meet Contract requirements;
4. Fails to furnish reports of financial condition upon request; or
5. Otherwise becomes unacceptable to the City.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the City's discretion, be grounds for declaring the Contractor in default.

**103-1.06 INSURANCE REQUIREMENTS.** The Contractor shall provide evidence of insurance with an insurance carrier or carriers satisfactory to the City covering injury to persons and property suffered by the City of Gustavus or by a third party as a result of operations under this contract by the Contractor or by any subcontractor. The Contractor's insurance shall provide protection against injuries to all employees of the Contractor and the employees of any subcontractor engaged in work under this Contract. All insurance policies shall be issued by insurers that (i) are permitted to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a financial rating acceptable to the City. The Contractor shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverages are shown, it is understood that they shall be the minimum acceptable. The requirements of this subsection shall not limit the Contractor's indemnity responsibility under Subsection 107-1.13. Additional insurance requirements specific to this contract are contained in the Special Provisions, when applicable.

The Contractor shall maintain the following policies of insurance with the specified minimum coverages and limits in force at all times during the performance of the Contract:

1. Workers' Compensation: as required by AS 23.30.045, for all employees of the Contractor engaged in work under this Contract. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who performs work under this Contract. The coverage shall include:
  - a. Waiver of subrogation against the state;
  - b. Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
  - c. "Other States" endorsement if the Contractor directly utilizes labor outside of the State of Alaska;
  - d. United States Longshore and Harbor Workers' Act Endorsement, whenever the work involves activity over or about navigable water; and
  - e. Maritime Employer's Liability (Jones Act) Endorsement with a minimum limit of \$1,000,000, whenever the work involves activity from or on a vessel on navigable water.
2. Commercial General Liability: on an occurrence policy form covering all operations with combined single limits not less than:
  - a. \$1,000,000 Each Occurrence;
  - b. \$1,000,000 Personal Injury;

- c. \$2,000,000 General Aggregate; and
  - d. \$2,000,000 Products-Completed Operations Aggregate.
3. Automobile Liability: covering all vehicles used in Contract work, with combined single limits not less than \$1,000,000 each occurrence.
  4. Umbrella Coverage: for Contract amounts over \$5,000,000 not less than \$5,000,000 umbrella or excess liability. Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

The City of Gustavus shall be named as an additional insured on policies required by paragraphs 2 thru 4 above. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the City of Gustavus, whether through self-insurance or otherwise.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the City of Gustavus and to add the City of Gustavus as an additional named indemnitee and as an additional insured.

The apparent low bidder shall furnish evidence of insurance to the City before award of the Contract. The evidence shall be issued to the City and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

1. Denote the type, amount, and class of operations covered;
2. Show the effective (and retroactive) dates of the policy;
3. Show the expiration date of the policy;
4. Include all required endorsements;
5. Be executed by the carrier's representative; and
6. If a certificate of insurance, include the following statement:

*"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number). The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."*

The City's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the City's discretion, be sufficient grounds for declaring the Contractor in default.

**103-1.07 EXECUTION AND APPROVAL OF CONTRACT.** The successful bidder shall execute and return the Contract Form and all other required documents to the City within the time specified, or within 15 days after receipt by the bidder if no time is specified. A contract is awarded only after it has been signed by the Contracting Officer.



**103-1.08 FAILURE TO EXECUTE CONTRACT.** If the successful bidder fails to appropriately execute and return the Contract Form and other documents within time specified, as required above, the City may cancel the intent to award and keep the bid guaranty. The City will then, in its discretion, award the Contract to the next lowest responsive and responsible bidder or re-advertise the work.

**103-1.09 ORAL STATEMENTS.** The written terms of the Contract are binding. No oral statement of any person shall, in any manner or degree, modify or otherwise affect, change, or amend the terms of the Contract.

**103-1.10 INTEGRATED CONTRACT.** This Contract is an integrated document and contains the complete agreement and understanding of the parties. There are no unwritten agreements or understandings between the parties. Changes ordered or agreed upon, Directives given, or Equitable Adjustments issued under this Contract, and all other matters affecting the Contract, must be in writing in order to be binding and effective.

## **SECTION 104**

### **SCOPE OF WORK**

**104-1.01 INTENT OF CONTRACT.** The intent of the Contract is to provide for the construction and completion of every detail of the described work. The Contractor shall furnish all labor, material, supervision, equipment, tools, transportation, supplies, and other resources required to complete the work in the time specified and in accordance with the Contract.

The Contractor is responsible for the means, methods, techniques, sequence, and procedures of construction, safety, and quality control, and is responsible to perform and furnish the work in accordance with the Contract documents and any applicable federal, state, and local laws, rules, regulations, and ordinances.

Construct a new bridge at an existing culvert location identified as the Grandpa's Farm Road crossing of Harry Hall Creek. The crossing is located on Grandpa's Farm Rd approximately 400 feet south of Good River Road. Grandpa's Farm Rd is approximately 2075 feet west of Mountain View Road along Good River Road. Site coordinates are 58.411508; -135.765855.

Design and install a prefabricated timber bridge substructure and superstructure.

Construct a temporary detour road crossing of Harry Hall Creek immediately upstream of the Grandpa's Farm Road crossing.

#### **104-1.02 CHANGES.**

1. Within Contract Scope. The Engineer may order changes within the general scope of the Contract at any time, and without notice to sureties, including altering, ordering additions to, or ordering deletions of quantities of any item or portion of the work. These changes shall be made by a written Change Order and shall not invalidate the Contract or release the sureties.
  - a. If the change does not materially differ in character or unit cost from specified Contract work, the Contractor shall perform the work at the original contract measurement methods and prices, subject to the provisions of Subsection 109-1.04.
  - b. If the change is materially different in character or unit cost from that specified in the Contract, a new Contract Item will be established, and an equitable adjustment to Contract price and Contract time shall be calculated by one of the following methods:

- (1) The Engineer and Contractor agree upon an adjustment to Contract price and Contract time, and the Engineer issues a change order for the described work;
- (2) The Engineer requires the Contractor to proceed with the described work, with an adjustment to contract price and contract time, calculated by time and materials basis under Subsection 109-1.05, and the Engineer issues a change order for the work. The Contractor shall keep complete daily records of the cost of such work; or
- (3) The Engineer may issue a unilateral Change Order requiring the Contractor to proceed with the work with an adjustment to the payment amount or Contract time based on the Engineer's estimate of reasonable value. The Contractor shall keep complete daily records of the cost of such work.

c. If the Engineer eliminates a Contract item, the Contractor shall accept compensation under Subsection 109-1.09.

2. Outside Contract Scope. Changes determined to be outside the general scope of the Contract shall be made only by Supplemental Agreement issued in accordance with AS 36.30 and the State's procurement regulations. Additional bonding or insurance may be required.
3. Cost and Pricing Data. Before a Change Order or Supplemental Agreement covering work for which there is no established Contract price will be approved, the Contractor shall submit detailed cost or pricing data regarding the changed work. The cost or pricing data shall include an itemization of production rates and all costs including labor, materials, and equipment required for the work. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

**104-1.03 DIFFERING SITE CONDITIONS.** The Contractor shall immediately notify the Engineer in writing and specifically describe the alleged differing site condition if the Contractor discovers:

1. Subsurface or latent physical conditions at the site, differing materially from those shown in the Contract documents, that could not have been discovered by a careful examination of the site; or
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Failure to give the Engineer immediate written notice of the alleged differing site condition as required under this section constitutes a waiver of any future claim arising from or relating to the alleged differing site condition.

Unless otherwise directed by the Engineer, the Contractor shall leave the affected area undisturbed and suspend work in that area until the Engineer investigates the conditions.

If the Engineer finds that such conditions differ materially and increase or decrease the cost of, or the time required for, performance of the Contract, the Engineer will prepare a Change Order for an Equitable Adjustment to the Contract. The Contractor shall cooperate with the Engineer's preparation of the Change Order.

If the Contractor and the Engineer are unable to reach an agreement concerning the alleged differing site condition, the Contractor may file a claim under Subsection 105-1.17.

The Contractor shall keep accurate and detailed records of the actual cost of the work done as a result of the alleged differing site condition and shall allow the Engineer access to those records.

Failure to keep records, to provide the Engineer with access to those records, or to give the notice required above will bar any recovery for the alleged differing site condition.

**104-1.04 USE OF MATERIALS FOUND ON THE WORK.** Before using borrow, the Contractor shall utilize useable excavation to construct the embankment layer on the project. For the purposes of this subsection, useable excavation is material encountered in the excavation that meets the requirements of this contract as may be specified elsewhere. For excavating the Useable Excavation and constructing the selected material layers with Useable Excavation, the Contractor shall be paid only the unit bid price for excavation. Hauling, placing, compacting and other activities required to construct the selected material layers with Useable Excavation shall be subsidiary to excavation, and the Contractor shall not be paid additional sums for those activities. The Engineer may approve the use of borrow when Useable Excavation is not available.

The Engineer may authorize the Contractor to use the Useable Excavation for Contract items other than construction of the selected material layers on the project, and the Contractor shall be paid both for the excavation of the Useable Excavation and for the other Contract item for which it is acceptably used. If this action results in a shortage of material for the selected material layers:

1. The Contractor shall replace Useable Excavation used for other Contract items on a yard for yard basis with borrow acceptable to the Engineer; and
2. This replacement shall be at the Contractor's expense and at no additional cost to the Department. The Contractor shall pay any royalties required for the borrow.

The Contractor shall not excavate or remove any material that is within the right-of-way but outside the slope and grade lines described in the Contract, without written authorization from the Engineer.

In the event the Contractor has processed material from City-furnished sources in excess of the quantities required for performance of the Contract, the City may retain possession of the surplus processed materials, including any waste material produced as a by-product, without obligation to pay the Contractor for processing costs. When the surplus materials are in a stockpile, the Engineer may direct the Contractor to leave the materials in the stockpile, level the stockpile(s) or remove the materials and restore the premises to a satisfactory condition at no additional cost to the Department.

The Contractor may temporarily use material from a structure that is designated to be removed to erect a new structure, but shall not cut or otherwise damage such material without the Engineer's approval.

**104-1.05 CLEANUP.** The Contractor shall remove all rubbish, temporary structures, excess materials, and equipment from the project site, from state owned materials sources, and from all work areas before project completion.

## **SECTION 105**

### **CONTROL OF WORK**

**105-1.01 AUTHORITY OF THE ENGINEER.** The Engineer has immediate charge of the engineering details of the project and is responsible for Contract administration. The Engineer has authority to reject defective material and suspend work being performed improperly. The Engineer has authority to accept completed work, issue Directives, issue Interim Work Authorizations, issue Change Orders, and recommend Contract payments.

The Engineer will decide all questions about the quality and acceptability of the materials furnished and the work performed by the Contractor, the Contractor's rate of progress, Contract interpretation and all other questions relating to Contract performance.

The Engineer has authority to suspend work for reasons listed under Subsection 108-1.06. If the suspension is to protect workers or the public from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until it is corrected; and
2. Employ others to correct the condition and deduct the cost from the Contract amount.

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data submitted under Subsection 104-1.02.

**105-1.02 PLANS AND WORKING DRAWINGS.** The City shall provide the Contractor at least two one-half size sets of the conformed Plans and Contract including Special Provisions. If cross-sections are available, one set will be provided if requested in writing by the Contractor. The Contractor shall keep a complete set of these documents available on the project site at all times.

The Contractor shall supplement structure plans with working drawings that include all details that may be required to adequately control the work and that are not included in the Plans furnished by the City. The Contractor shall not perform work or order materials until the working drawings for such work, or for changes, are approved by the Engineer.

The Contractor shall submit to the Engineer for approval four sets of any required preliminary detail or working drawings. Two sets with markups or approval stamp will be returned to the Contractor. The project name and number shall be stated in the title block for all drawings. The working drawings shall also reference the appropriate plan sheet for which the details may apply. The Contractor shall use full-size (24"x36") white paper with dark blue or black lines on all working and detail drawings. If approved by the Engineer, working and detail drawings may be submitted on half-size (11"x17") paper or may be submitted electronically via pdf or other file format. The Contractor shall submit drawings to the Engineer in time to allow for review and correction before beginning the work detailed in the drawing. The Engineer shall return one set of these drawings, either approved or marked with corrections to be made, and shall retain the other sets. The Engineer's approval of working drawings does not change the Contract requirements or release the Contractor of the responsibility for successful completion of the work.

The Contractor is responsible for the accuracy of dimensions and details and for conformity of the working drawings with the Plans and Specifications. The Contractor shall indicate clearly on the working drawings any intended deviations from the Plans and Specifications and itemize and explain each deviation in the Contractor's transmittal letter. The Engineer may order the Contractor

to comply with the Plans and Specifications at the Contractor's sole expense if the approved working drawings deviate from the Plans and Specifications and the Contractor failed to itemize and explain the deviations in the Contractor's transmittal letter.

Once the Contractor receives approval of the working drawings, the Contractor shall furnish to the Engineer:

1. Enough additional copies to provide four approved sets of prints;

The Contractor shall include the cost of furnishing all working drawings in the Contract price.

**105-1.03 CONFORMITY WITH PLANS AND SPECIFICATIONS.** Work performed and materials furnished shall conform to the Plans and Specifications and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

All work or material not conforming to the Plans and Specifications is considered unacceptable unless the Engineer finds that reasonably acceptable work has been produced. In this event, the Engineer may allow non-conforming work or material to remain in place, but at a reduced price. The Engineer will document the basis of acceptance and payment by Change Order, unless the contract specifies a method to adjust the price of that item.

The failure of the City to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.

**105-1.04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.** These Standard Specifications, the Standard Drawings, Standard Modifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

In case of conflict, calculated dimensions will govern over scaled dimensions. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is:

1. Specifications
2. Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract documents. The Contractor may not base a claim for additional compensation or Contract time on a patent error, omission, or conflict in the Contract documents. The Contractor shall notify the Engineer immediately of any apparent errors or omissions in the Contract documents. The Engineer will make any corrections or interpretations necessary to fulfill the intent of the Contract.

**105-1.05 COOPERATION BY CONTRACTOR.** The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, City staff, and other contractors in every way possible.

The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full

authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

#### **105-1.06 NOT USED**

**105-1.07 COOPERATION BETWEEN CONTRACTORS.** The City or the State of Alaska DOT&PF may, at any time, contract for and perform other or additional work on or near the Project. The Contractor shall allow other contractors reasonable access across or through the Project.

The Contractor shall cooperate with other contractors working on or near the Project, and shall conduct work without interrupting or inhibiting the work of other contractors. All contractors working on or near the Project shall accept all liability, financial or otherwise, in connection with their Contract. No claim shall be made by the Contractor or paid by the City for any inconvenience, delay, damage or loss of any kind to the Contractor due to the presence or work of other contractors working on or near the Project.

The Contractor shall coordinate and sequence the work with other contractors working within the same project limits. The Contractor shall properly join the work with work performed by other contractors and shall perform the work in the proper sequence to that of the others. The Contractor shall arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project. The Contractor shall defend, indemnify and save harmless the City from any damages or claims caused by inconvenience, delay, or loss that the Contractor causes to other contractors.

**105-1.08 SURVEY CONTROL.** The City will provide sufficient horizontal and vertical control data to establish the planned lines, grades, shapes, and structures. The Contractor shall provide all additional survey work to maintain control during the project.

**105-1.09 DUTIES OF THE INSPECTOR.** The City's inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Engineer can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Engineer. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

**105-1.10 INSPECTION OF WORK.** All materials and each part and detail of the work shall be subject to inspection by the City. The Contractor shall allow safe access to all parts of the work and provide information and assistance to the Engineer to ensure a complete and detailed inspection.

Any work done or materials used without inspection by an authorized City representative may be ordered removed and replaced at the Contractor's expense, unless the City failed to inspect after being given reasonable written notice that the work was to be performed.

The Contractor shall remove and uncover portions of finished work when directed. After inspection, the Contractor shall restore the work to Contract requirements. The cost to uncover and restore work shall be at the Contractor's expense, except the City will pay the cost to uncover and restore work if (1) an authorized City representative had previously inspected the work or the Contractor had provided reasonable prior written notice that the work was to be performed and (2) the City finds the uncovered work to be acceptable. If the City finds the uncovered work to be unacceptable, the cost to correct the work, or remove and replace the work, shall be at the Contractor's expense.

Representatives of Contract funding agencies have the right to inspect the work. This right does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

The City's observations, inspections, tests and approvals shall not relieve the Contractor from properly fulfilling its Contract obligations and performing the work in accordance with the Contract. Work that has been inspected but contains latent or hidden defects shall not be deemed acceptable even though it has been inspected and found to be in accordance with the Contract.

**105-1.11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.** All work that does not conform to the requirements of the Contract shall be deemed unacceptable by the Engineer, unless otherwise determined acceptable under Subsection 105-1.03. The Contractor shall correct, or remove and replace, work or material that the Engineer deems unacceptable, as ordered by the Engineer and at no additional cost to the City.

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the City's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered as unauthorized and shall not be paid for by the City, and may be ordered removed or replaced at no additional cost to the City.

If the Contractor fails to promptly correct, remove, or replace unacceptable or unauthorized work as ordered by the Engineer, the Engineer may employ others to remedy or remove and replace the work and will deduct the cost from the Contract payment.

**105-1.12 LOAD RESTRICTIONS.** The Contractor shall comply with all vehicle legal size and weight regulations of 17 AAC 25 and the Administrative Permit Manual, and shall obtain permits from the DOT&PF Division of Measurement Standards & Commercial Vehicle Enforcement before moving oversize or overweight equipment on a state highway.

The Engineer may permit oversize and overweight vehicle movements within the project limits provided the Contractor submits a written request and an acceptable Traffic Control Plan. No overloads will be permitted on a pavement, base or structure that will remain in place in the completed project. The Contractor shall be responsible for all damage done by their equipment due to overloads, and for damage done by a load placed on a material that is curing and has not reached adequate strength to support the load.

**105-1.13 MAINTENANCE DURING CONSTRUCTION.** The Contractor shall maintain all facilities located within the project (between the beginning of project and end of project shown on the Plans) from the date construction begins until the Contractor receives a letter of substantial completion. The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those areas outside the project that are affected by the work, such as haul routes, detour routes, structures, material sites, and equipment storage sites during periods of their use.

The Engineer may relieve the Contractor of this maintenance responsibility for specified portions of the project:

1. During a seasonal suspension of work; or
2. Following partial acceptance (Subsection 105-1.14).

The City is responsible for routine snow removal and ice control only on those portions of the project that the City accepts for maintenance and that are open for public use.

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Subsection 107-1.15.

**105-1.14 PARTIAL ACCEPTANCE.** The Contractor may submit a written request for partial acceptance of a geographically separate unit of the project. The Engineer will accept the unit in writing before project completion if the Engineer inspects the unit and finds that the unit is substantially complete to Contract requirements, and acceptance is in the best interest of the City.

The Contractor may submit a written request for partial acceptance of a completed portion of the project, when the completed portion is longer than five miles. The Engineer will accept the portion in writing before project completion if the Engineer performs an inspection of the portion and finds that the portion is substantially complete to Contract requirements, and acceptance is in the best interest of the City.

Partial acceptance of the unit or portion neither voids nor alters any Contract terms.

**105-1.15 PROJECT COMPLETION.** The project shall be completed by September 10, 2022.

The Contractor shall notify the Engineer, in writing, upon substantial completion of all work provided for under the Contract. The Engineer will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Engineer will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion. The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

The Engineer will identify the date of substantial completion in a letter of substantial completion. The letter of substantial completion will relieve the Contractor of further maintenance responsibility. The letter of substantial completion will not stop Contract time or relieve the Contractor of the obligation to fully complete the work as required by the Contract specifications.

When all physical work and cleanup provided for under the Contract is found to be complete, the Engineer will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

**105-1.16 FINAL ACCEPTANCE AND RECORD RETENTION.** The City will issue the letter of Final Acceptance after all of the following:

1. Project completion;
2. Receipt of all certificates, as-builts, warranties, and other required documents;
3. Receipt of the Contractor's Release, with no exceptions;
4. Certification of payment of payroll and revenue taxes by DOLWD; and
5. Final payment under the Contract.

Final Acceptance will release the Contractor from further Contract obligations, except those:

1. Specified under Subsection 107-1.19;
2. Required by law or regulation; or
3. Continuing obligations established by provisions of this Contract, such as warranty, guaranty, indemnity, insurance, or bond.



The Contractor and the subcontractors shall maintain all books and records relating to performance of the Contract for three years after the date of final payment of the Contract and each subcontract.

**105-1.17 CLAIMS.** The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of Contract time or of any dispute regarding a question of fact or interpretation of the Contract. The Engineer has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Engineer in a timely manner of all facts the Contractor believes form the basis for the claim.

If the claim or dispute is not resolved by agreement within seven days of the date the Engineer is notified by the Contractor, the Contractor shall within the next fourteen days submit an Intent to Claim in writing to the Engineer.

If the Contractor believes additional compensation or time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred, and shall give the Engineer access to any such records and furnish the Engineer copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates.

The Contractor shall submit a written claim to the Contracting Officer within 90 days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledgement of the receipt of the claim.

The Contractor waives any right to claim if the Engineer was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

1. The written Claim must include all of the following:
  - a. The act, event, or condition giving rise to the claim;
  - b. The Contract provisions that apply to the claim and that provide for the requested relief;
  - c. The item or items of Contract work affected and how they were affected;
  - d. The specific relief requested, including Contract time if applicable, and the basis upon which it was calculated;
  - e. Revised progress schedules under Subsection 108-1.03; and
  - f. A certification signed by the Contractor that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment that the Contractor believes is due.
2. The claim, in order to be considered, must show:
  - a. That the Contractor suffered damages or delay;

- b. The damages or delay were caused by the act, event, or condition listed in the claim; and
- c. That the Contract entitled the Contractor for relief due to the act, event, or condition specified in the Claim.

The City may request the Contractor to provide additional information relating to the claim at any time before issuing a decision. The Contractor shall provide the City with the requested additional information within 30 days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Contracting Officer will issue a decision within 90 days of receipt of all information relating to the claim. The time for the Contracting Officer to issue a decision may be extended in accordance with AS 36.30.620.

The Contracting Officer's decision is final and conclusive unless the Contractor delivers a notice of appeal to the Commissioner within 14 days of receipt of the decision. The Contractor shall also serve a copy of the notice of appeal on the Contracting Officer.

Appeals from a Contracting Officer's decision shall be decided in accordance with the State Procurement Code's appeal procedures, including AS 36.30.625, AS 36.30.627, AS 36.30.630, and AS 36.30.631.

Criminal and civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the Contractor if the Contractor makes or uses a misrepresentation in support of a claim, or defrauds or attempts to defraud the City at any stage of prosecuting a claim under this Contract.

## **SECTION 106**

### **CONTROL OF MATERIAL**

**106-1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.** The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the City. The Contractor shall supply materials that are new and that meet Contract requirements.

The Contractor shall notify the Engineer of proposed sources of materials at least 30 days before shipment, and shall submit to the Engineer a complete list of materials to be purchased from suppliers sufficiently in advance of fabrication or shipment to permit the City to inspect the materials.

The City's inspectors may inspect any materials, including those originating outside Alaska, at the supply source or other locations. Materials may be conditionally approved at the supply source or other location, but are subject to field inspection and may be ordered removed under Subsection 105-1.11 if they do not conform to Contract requirements. Inspectors are authorized to reject materials that do not conform to specifications. Inspectors will report their actions to the Engineer.

The Contractor shall submit a manufacturer's certificate of compliance for each item listed on the Material Certification List. The Engineer may authorize the use of materials based on a manufacturer's certificate of compliance, see Subsection 106-1.05. Materials incorporated into the project on the basis of a manufacturer's certificate of compliance may be tested at any time,

whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11.

The Contractor may request substitution of specified materials with equivalent materials. Requests for substitution shall be submitted to the Engineer, and shall include a manufacturer's statement that certifies, for each lot delivered:

1. Conformance to the specified performance, testing, quality or dimensional requirements; and
2. Suitability for the use intended in the Contract work.

The Engineer will determine the acceptability of a proposed substitute for use in the project. If a substitute is approved, a Change Order will be executed. The City is never required to accept substitution. The Contractor shall not incorporate substitute materials into the project without written approval from the Engineer. The Engineer may test substitute materials at any time, whether in place or not, and, if the substitute materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11.

### **106-1.02 MATERIAL SOURCES.**

#### **1. General.**

The Contractor shall:

- a. Furnish all required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
- b. Produce a sufficient quantity of materials meeting the specifications to complete the project;
- c. As a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
- d. Determine the type of equipment and methods to be used;
- e. Expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
- f. Prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

- g. The costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
- h. The Engineer may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and
- i. All material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit bid price for the Contract Item.

2. Inspection and Acceptance. The Contractor shall perform sampling and testing during materials processing and placement in accordance with its Quality Control Plan (Subsection 106-1.03, Testing and Acceptance) and shall obtain acceptable material samples from locations designated within the source.

The City may sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (106-1.03.2). The City will reject materials when the samples do not meet specifications. The City may reject a proposed materials site when samples do not meet specifications.

#### **3. Awareness Training. NOT USED**

4. Type of Sources. All materials for this work will be supplied from one of the following sources:
- a. Contractor-furnished Sources. For a material source that is a commercial plant as defined in Subsection 108-1.01.3.a the Contractor shall:
    - (1) Acquire the necessary rights and permits to obtain material from a commercial plant;
    - (2) Pay as subsidiary costs all related costs to obtain and use material from the source; and
    - (3) Be solely responsible for the quality and quantity of materials.
- For all Contractor-furnished sources that are not a commercial plant, the Contractor shall:
- (4) Acquire the necessary rights and permits to take materials from the sources including state-owned sources that are not under the City's control;
  - (5) Pay as subsidiary costs all related costs to obtain, develop, and use the sources, including but not limited to permit costs and mineral royalties;
  - (6) Be solely responsible for quality and quantity of materials; and
  - (7) Obtain all necessary rights, permits, and plan approvals before clearing or disturbing the ground in the material source.
- No equitable adjustment or other compensation will be made for any additional costs, including increased length of haul, if the Contractor:
- (8) Chooses to change material sources for any reason;
  - (9) Is unable to produce a sufficient quantity or quality of materials from Contractor-furnished sources; or
  - (10) Encounters unexpected, unforeseen, or unusual conditions within Contractor-furnished sources.
- b. Mandatory Sources. NOT USED
  - c. Designated Sources. NOT USED
  - d. Available Sources. NOT USED
  - e. Excluded Material Sources. NOT USED
5. Rights, Permits and Plan Approvals for Material Sources. Before disturbing the site of a material source, the Contractor shall acquire and pay for all necessary rights, permits and plan approvals indicated in this Subsection and in Subsection 107-1.02.

**106-1.03 TESTING AND ACCEPTANCE.** Materials are subject to inspection and testing by the City at any time before, during, or after they are incorporated into the project. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material according to Subsection 105-1.11.

1. QUALITY CONTROL. The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Quality control is subsidiary to the applicable items. The Contractor shall perform quality control as follows:
- a. NOT USED

- b. Sample materials during manufacturing or processing and perform quality control tests, as needed, to ensure materials produced conform to the Contract Specifications. Document quality control tests and make them available to the Engineer on a daily basis.
  - c. Sample and test according to test methods required in the Specifications.
2. **ACCEPTANCE TESTING.** The City has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The City may sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request.

The Contractor shall not rely on the City's acceptance testing for its quality control. The City's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the City's acceptance test, but is not required to do so.

**106-1.04 PLANT INSPECTION.** The City may periodically inspect manufacturing methods, manufactured lots and materials at the source of production. The City may approve, conditionally approve, or reject them.

The Contractor shall:

1. Notify the City of the production and fabrication schedule at least 30 days before beginning work on any item requiring inspection, and notify the City 48 hours before beginning production or fabrication;
2. Give the inspector full and safe access to all parts of the plant used to manufacture or produce materials; and
3. Cooperate fully and assist the inspector during the inspection.

Materials may be rejected if the City requests a plant inspection and the materials are produced or fabricated without a plant inspection. The materials may be tested at any time before final acceptance, whether in place or not, and whether approved at a plant inspection or not. If the materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11. If rejected materials are incorporated into the project, the City may require those materials to be removed and replaced at the Contractor's expense under Subsection 105-1.11.

**106-1.05 CERTIFICATES OF COMPLIANCE.** The Engineer may authorize the use of certain materials or assemblies based on a manufacturer's certificate of compliance. The certificate must state that the material or assembly fully complies with Contract requirements, include the project name and number, and be signed by the manufacturer. The certificate must accompany each lot of the materials or assemblies delivered to the project and must clearly identify the lot.

The Contractor shall submit a manufacturer's certificate of compliance, as required, for each item listed on the Materials Certification List (MCL) included in the Contract documents. The Contractor shall submit additional manufacturer's certificates of compliance if required by the Contract or by the Engineer.

Materials or assemblies incorporated into the project on the basis of a manufacturer's certificate of compliance may be tested at any time, whether in place or not, and, if they do not meet Contract specifications, they may be rejected and ordered removed under Subsection 105-1.11. The Engineer may refuse permission to incorporate materials or products into the project based on a manufacturer's certificate of compliance that does not meet specifications.

**106-1.06 STORAGE OF MATERIALS.** Materials shall be stored to preserve their quality and fitness for the work, and so they can be readily inspected. Materials inspected before storage may be inspected again, before or after being incorporated into the project. The Contractor shall:

1. Use only approved portions of the project site for storage of materials and equipment or plant operations;
2. Provide any additional space needed for such purposes without extra compensation;
3. Restore City-owned or controlled storage and plant sites to their original condition without extra compensation;
4. Obtain the landowner's or lessee's written permission before storing material on private property, and furnish copies of the permission to the Engineer, if requested; and
5. Restore privately owned or leased storage sites, without extra compensation from the City, to their original condition or as agreed to between the Contractor and the private owner.

**106-1.07 CITY-FURNISHED MATERIAL.** Material furnished by the City will be made available to the Contractor at the location specified on the Plans or delivered at the locations specified on the Plans or in the Specifications.

The Contractor shall include the cost of handling and placing all materials after they are delivered in the Contract price for the item in connection with which they are used. The Contractor is responsible for all material delivered to the Contractor. Deductions will be made from any monies due the Contractor to make good shortages and deficiencies from any cause whatsoever, for any damage that may occur after delivery, and for demurrage charges.

## **SECTION 107**

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**107-1.01 LAWS TO BE OBSERVED.** The Contractor shall keep fully informed of, observe, and comply with all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, that in any manner affect those engaged or employed on the work or that in any way affect the conduct of the work.

The Contractor and the Surety shall defend, indemnify, and hold harmless the City and its representatives against any claim or liability related to violations of any laws, regulations or decrees by the Contractor, the Contractor's agents, the Contractor's employees, a subcontractor at any tier, or a supplier or service provider.

The Contractor has the affirmative duty to keep informed of and comply with all laws. The Contractor is not entitled to and shall not rely on any City employee's interpretation, whether oral or written, of any law, ordinance, or regulation.

**107-1.02 PERMITS, LICENSES, AND TAXES.** The terms, conditions, and stipulations in permits obtained either by the City or by the Contractor are made a part of this Contract.

The City will:

1. Secure permits and licenses that the City determines are required for the construction of the proposed project, and the use of mandatory sources, designated sources and designated waste disposal areas for the proposed project; and
2. Modify City-acquired permits during the performance of the contract, if deemed necessary by the Engineer.

The Contractor shall:

1. Acquire any permits and licenses required to complete the project that are not acquired by the City;
2. Provide qualified professionals to collect data or perform studies necessary to acquire permits for the use of sites not previously permitted;
3. Give all notices required for the prosecution of the work;
4. Abide by all permits and licenses whether acquired by the City or by the Contractor;
5. Notify the Engineer promptly if any activity cannot be performed as specified in the permits, and cease conducting the activity until permit modifications or any required additional permits are obtained;
6. Obtain modifications to permits acquired by the Contractor;
7. Pay all charges, fees and taxes; and
8. Provide proof of payment of all taxes before the City makes final payment.

In addition, before using an area not previously permitted for use by the Contract, the Contractor shall:

1. Contact all government agencies having possible or apparent permit authority over that area;
2. Obtain all required permits and licenses from those agencies; and
3. Obtain permission from any property owners or lessees with an interest in the property.

The Engineer may reject a proposed site if the Contractor fails to provide any of the above information or to demonstrate that a proposed site can be finally stabilized to eliminate future adverse impacts on natural resources and the environment.

**107-1.03 PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contractor employs any design, device, material, or process covered by patent, trademark, or copyright, the Contractor shall obtain and provide the Engineer with a copy of a suitable legal agreement with the patentee or owner.

The Contractor and the Surety shall defend, indemnify, and hold harmless the City and its representatives and any affected third party or political subdivision from any claim, cause of action, and damages for infringement arising from or relating to the Contractor's use of a patented design, device, material, process, trademark, or copyright.

**107-1.04 WAGE RATES.** The Contractor and all subcontractors shall pay the current prevailing rate of wages as per AS 36.05.010 and this Contract. The Contractor shall pay the higher of the State or Federal Wage rate for the job in question. The Contractor and all subcontractors shall file certified payroll with the Alaska Department of Labor and Workforce Development (DOLWD) and with the Engineer for all work performed on the project.

Before beginning work the Contractor shall file a Notice of Work with DOLWD and pay all required fees. After finishing work the Contractor shall file a Notice of Completion with DOLWD and pay all additional fees required by increases in the Contract amount.

**107-1.05 FEDERAL AID PROVISIONS.** When the United States government pays all or any portion of the cost of a project, the Contractor shall observe all federal laws, rules, and regulations applicable to the project.

The Contractor shall allow appropriate federal officials access to inspect the work. The federal government is not a party to the Contract. Federal inspections will not form the basis for any claim for interference with the rights of the Contract parties.

**107-1.06 SANITARY, HEALTH, AND SAFETY PROVISIONS.** The Contractor shall provide and maintain neat and sanitary accommodations for employees that meet all federal, state and local requirements.

The Contractor shall comply with federal, state, and local laws, rules, and regulations concerning construction safety and health standards, including U.S. Mine Safety and Health Administration rules when the project includes pit or quarry operations.

The Contractor shall not expose the public to, or require any workers to work under, conditions that are unsanitary, hazardous, or dangerous to health or safety.

The Contractor is responsible for ensuring all workers are adequately protected. The Contractor shall have a safety and health management program that complies with AKOSH requirements, and includes:

1. A worksite hazard analysis;
2. A hazard prevention and control plan including personal protective equipment and safe work procedures required for specific tasks;
3. New employee training and periodic worker training regarding safety and health;
4. Regular safety meetings with written documentation of attendance, safety topics discussed, worker safety complaints, and corrective actions taken; and
5. A designated safety officer, employed by the Contractor, who monitors the construction site and is responsible for implementing the safety and health management program.

The Contractor shall defend, indemnify and hold harmless the City of Gustavus from all claims, causes of action and judgments arising from or relating to the Contractor's failure to comply with any applicable federal, state or local safety requirement, regulation or practice, whether or not listed above.

#### **107-1.07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. NOT USED**

#### **107-1.08 NOT USED**

**107-1.09 CONSTRUCTION OVER OR ADJACENT TO WATERS.** The Contractor shall fully comply with all laws, regulations and permits issued by agencies of the United States and the State of Alaska when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.

The Contractor shall ensure that all work in, over or adjacent to navigable waters is conducted so that free navigation of the waterways is not obstructed and that existing navigable depths are not impaired, except as allowed by the U.S. Coast Guard and the U.S. Army Corps of Engineers.

All work must be accomplished in accordance with the permit conditions.

#### **107-1.10 USE OF EXPLOSIVES. NOT USED**

#### **107-1.11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.**

1. Property marks. The Contractor shall:
  - a. Be responsible for and protect from disturbance all land monuments and property marks until the Engineer has approved the witnessing or otherwise referenced their locations; and
  - b. Not move such monuments or marks without the Engineer's approval.
2. Damage to property. The Contractor shall:
  - a. Be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work;



- b. Be responsible for all damage to public or private property resulting from defective work or materials at any time, before, during, or after project completion; and
  - c. Restore all such damaged property to a condition similar or equal to that existing before the damage occurred, at no additional cost to the City.
3. Protection of natural resources. The Contractor shall:
- a. Conduct work in a manner that minimizes disturbance to and protects natural resources in compliance with all federal, state, and local laws and regulations;
  - b. When working near designated wetlands, as defined by the Corps of Engineers, place no fill, nor operate equipment outside the permitted area;
  - c. When working in or near designated anadromous fish streams, as defined by AS 41.14.840 and .870, place no fill or dredge material, nor operate equipment, within or on the banks of the stream (including fording) except as permitted by the State Fish Habitat Permit issued for the project; and
  - d. Not refuel and service equipment within 100 feet of wetlands and/or other water bodies.
4. Hazardous materials. Hazardous materials include but are not limited to petroleum products, oils, solvents, paints, lead based paints, asbestos, and chemicals that are toxic, corrosive, explosive, or flammable. Except as otherwise specified in this Contract, the Contractor shall:
- a. Not excavate, nor use for fill, any material at any site suspected of or found to contain hazardous materials or petroleum fuels;
  - b. Not raze and remove, or dispose of structures that contain asbestos or lead-based paints;
  - c. Not stockpile, nor dispose of, any material at any site suspected of or found to contain hazardous materials or petroleum;
  - d. Report immediately to the Engineer any known or suspected hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project;
  - e. Report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery;
  - f. Handle and dispose of hazardous material with properly trained and licensed personnel who follow an approved Hazardous Material Control Plan as per Section 641.
5. Protected areas. The Contractor shall not use land from any park, recreation area, wildlife or waterfowl refuge, or any historical site located inside or outside of the project limits for excess fill disposal, staging activities, equipment or material storage, or for any other purposes unless permitted by the Contract or unless all permits and clearances necessary for such work have been obtained by the Contractor as detailed in Subsection 107-1.02.
6. Solid waste. The Contractor shall remove all debris, trash, and other solid waste from the project site as soon as possible and in accordance with the Alaska Department of Environmental Conservation Solid Waste Program.

#### **107-1.12 FOREST PROTECTION. NOT USED**

**107-1.13 RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor shall indemnify, hold harmless, and defend the City of Gustavus, the State of Alaska and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the City's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this

Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

**107-1.14 OPENING SECTIONS OF THE PROJECT TO TRAFFIC.** The Engineer may, at their discretion, order the Contractor to open sections of the work to traffic prior to completion of the entire project. Openings under this section shall not constitute (a) acceptance of the opened sections or any other part of the work or (b) a waiver of any other provision of the Contract.

The Engineer may establish a time period for completing any features of the opened section of work that are behind schedule.

The Contractor shall:

1. Maintain the opened portions of the work without additional compensation;
2. Perform all necessary repairs or renewals on the opened sections of the work without additional compensation; and
3. Conduct the remainder of the work with minimum interference to traffic.

**107-1.15 CONTRACTOR'S RESPONSIBILITY FOR WORK.** The Contractor shall be responsible for implementing all preventative measures necessary to protect, prevent damage, and repair damage to the work from all causes at no additional cost to the City. This duty continues from the date construction begins until the date specified in a letter of Substantial Completion or Partial Acceptance of a specific section of the project. Where there is a Partial Acceptance, the duty ends only as to the accepted portion of the work. This duty continues during periods of suspended work, except in specific sections the City has agreed to maintain under Subsection 643-3.07.

The Contractor shall rebuild, repair, restore, and make good all losses or damages to any portion of the work including that caused by vandalism, theft, accommodation of public traffic, and weather. The City will only be responsible for loss or damage due to unforeseeable causes beyond the control of and without the Contractor's fault or negligence, such as Acts of God, the public enemy, and governmental authorities.

In case of suspension of work from any cause, the Contractor shall take such precautions as may be necessary to prevent damage to the work or facilities affected by the work. This will include providing for drainage and erecting any necessary temporary structures, signs, or other facilities and maintaining all living material such as plantings, seedings, and soddings.

**107-1.16 RESERVED.**

**107-1.17 FURNISHING RIGHT-OF-WAY.** The City will secure all necessary right-of-way or property in advance of construction. Any exceptions will be indicated in the Contract.

**107-1.18 PERSONAL LIABILITY OF PUBLIC OFFICIALS.** There shall be no liability upon the Engineer and their authorized representatives, either personally or as officials of the City of Gustavus, in carrying out any of the provisions of this Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters the Engineer and their authorized representatives act solely as agents and representatives of the City of Gustavus. The Contractor shall bring no suit related to or arising under this Contract naming as defendants any City of Gustavus officer, employee or representative in either their personal or official capacities, and shall include a prohibition to that effect in all subcontracts entered into for this Project.

**107-1.19 NO WAIVER OF LEGAL RIGHTS.** The City shall not be precluded nor estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The City shall not be precluded nor estopped, notwithstanding any measurement, estimate, or certificate and payment, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the City, or by any representative of the City, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract or of any right of the City to damages. A waiver by the City of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

**107-1.20 GRATUITY AND CONFLICT OF INTEREST.** The Contractor shall not extend any loan, gratuity, or gift of money of any form whatsoever to any employee of the City, nor will the Contractor rent or purchase any equipment or materials from any employee of the City or to the best of the Contractor's knowledge from any agent of any employee of the City.

## **SECTION 108**

### **PROSECUTION AND PROGRESS**

**108-1.01 SUBLETTING OF CONTRACT.** The Contractor shall obtain the City's written approval before the Contractor or any subcontractor sublets, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract.

The Contractor shall perform, with the Contractor's own organization, work amounting to at least 50 percent of the difference between the original Contract price and the price of designated Specialty Items. For the purpose of this Subsection, work is defined as the dollar value of the services, equipment, materials, and manufactured products furnished under the Contract. The Engineer will determine the value of the subcontracts based on Contract unit prices or upon reasonable value, if entire items are not subcontracted.

The City's consent to the subletting, sale, transfer, assignment, or disposal of all or a part of the Contract shall not relieve the Contractor and the Surety of responsibility for fulfillment of the Contract or for liability under the bonds regardless of the terms of the transfer or sublet approvals.

1. The Contractor shall ensure that for all subcontracts submitted:
  - a. The subcontractors have submitted a Bidder Registration (Form 25D-6);
  - b. The required prompt payment provisions of AS 36.90.210 are included in the subcontracts;
  - c. The City is furnished with three copies of subcontracts for approval, signed and dated by both parties and including prices for the subcontracted work; and
  - d. The subcontractors pay current prevailing rate of wages as per Subsection 107-1.04 and file certified payrolls with the Engineer and DOLWD for all work performed on the project.
2. The following will be considered as subcontracting, unless performed by the Contractor:

- a. Roadside Production. Roadside production of crushed stone, gravel, and other materials with portable or semi-portable crushing, screening, or washing plants set up or reopened in the vicinity of the project to supply materials for the project, including borrow pits used exclusively or nearly exclusively for the project.
  - b. Temporary Plants. Production of aggregate mix, concrete mix, asphalt mix, other materials, or fabricated items from temporary batching plants, temporary mixing plants, or temporary factories that are set up or reopened in the vicinity of the project to supply materials exclusively or nearly exclusively for the project.
  - c. Hauling. Hauling from the project to roadside production, temporary plants, or commercial plants, from roadside production or temporary plants to the project, from roadside production or temporary plants to commercial plants, and all other hauling not specifically excluded in this subsection.
  - d. Other Contractors. All other contractors working on the project site under contract with the Contractor are considered subcontractors unless specifically excluded in this subsection.
3. The following will not be considered as subcontracting, but the Contractor shall comply with the prompt payment provisions of AS 36.90:
- a. Commercial Plants. The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mixed concrete, asphalt paving mix, and any other material or fabrication produced at and furnished from established and recognized commercial plants that sell to both public and private purchasers.
  - b. Hauling. Delivery of materials from a commercial plant to a different commercial plant, and delivery from a commercial plant to the project site by vehicles owned and operated by the commercial plants or by commercial freight companies that have a contract with the commercial plant. Commercial freight companies are trucking or hauling companies that deliver multiple types of materials to multiple clients, both public and private, on an established route and on a recurrent basis.
  - c. Contractors' General Business. Work within permanent home offices, branch plants, fabrication plants, tool yards, and other establishments that are part of a contractor's or subcontractor's general business operations.
4. Owner-Operators. Hauling of materials for the project by bona fide truck owner-operators who are listed as such on the certified payroll of the Contractor or approved subcontractor is not considered subcontracting for purposes of AS 36.30.115.

The Contractor shall ensure that the required prompt payment provisions of AS 36.90.210 are included in contracts with owner-operators.

The Contractor shall collect and maintain at the project site current and valid copies of the following to prove that each trucker listed is a bona fide owner-operator:

- a. Alaska Driver's License with appropriate CDL class and endorsements;
- b. Business license for trucking with supporting documents that list the driver as the business owner or corporate officer;
- c. Documents showing the driver's ownership interest in the truck, including copies of:
  - (1) Truck registration; and
  - (2) Lease (if truck is not registered in driver's name or in the name of the driver's company).

The Contractor shall maintain legible copies of these records for a period of at least three years after final acceptance of the project.

Owner-operators must qualify as independent contractors under the current Alaska Department of Labor's criteria. Owner-operators may be required to show:

- a. The owner-operator's right to control the manner in which the work is to be performed;
- b. The owner-operator's opportunity for profit or loss depending upon their managerial skill;
- c. The owner-operator's investment in equipment or materials required for their task, or the employment of helpers;
- d. Whether the service rendered requires a special skill;
- e. The degree of permanence of the working relationship; and
- f. Whether the service rendered is an integral part of the owner-operator's business.

The status of owner-operators is subject to evaluation throughout the project period. If the criteria for an independent contractor are not met, the Contractor shall submit amended payrolls listing the driver as an employee subject to all labor provisions of the Contract.

The Contractor shall issue each owner-operator a placard in a form approved by the Engineer that identifies both the truck driver and the vehicle. The placard shall be prominently displayed on the vehicle so that it is visible to scale operators and inspectors.

Notwithstanding the City's definitions of contracting and subcontracting, the Contractor shall be responsible for determining and complying with all federal and state laws and regulations regarding contracting, subcontracting, and payment of wages. The Contractor shall promptly pay any fines or penalties assessed for violations of those laws and regulations, and shall promptly comply with the directives of any government agency having jurisdiction over those matters.

**108-1.02 NOTICE TO PROCEED.** The City will issue a Notice to Proceed authorizing construction to begin and indicating the date when Contract time will begin. The Contractor shall not begin construction before the effective date of the Notice to Proceed. The City will, in its sole discretion, refuse to pay for construction begun before the effective date of the Notice to Proceed. The Contractor shall notify the Engineer at least 48 hours before construction begins at the project site.

**108-1.03 PROSECUTION AND PROGRESS.** The Contractor shall meet with the Engineer at the City office in Gustavus for a preconstruction conference before beginning construction. All costs associated with attending the preconstruction conference and other prerequisite documents shall be subsidiary to the contract and no separate payments shall be made. The Contractor shall submit the following documents to the Engineer at least five working days before the preconstruction conference:

1. A progress schedule, in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.
2. A list showing anticipated dates for procurement of materials and equipment, ordering of articles of special manufacture, furnishing of plans, drawings and other data required under Subsection 105-1.02 and for other events such as inspection of structural steel fabrication.
3. A list showing all proposed subcontractors and material suppliers.

The Contractor shall provide adequate materials, labor and equipment to ensure the completion of the project according to the Plans and Specifications. The work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit. The Contractor shall take into consideration and make due allowances at the Contractor's expense for foreseeable delays and interruptions to the work such as unfavorable weather, frozen ground, equipment breakdowns, shipping delays, quantity overruns, utility work, permit restrictions, and other foreseeable delays and interruptions. The Contractor shall identify these allowances on the progress schedule.

The Contractor shall adjust forces, equipment and work schedules as necessary to ensure completion of the work within the Contract time, and shall notify the Engineer at least 24 hours before resuming suspended operations. Upon a substantial change to the work schedule or when directed by the Engineer, the Contractor shall submit a revised progress schedule in the form required, including a written explanation for each revision made in the schedule or methods of operation.

The Engineer's review or approval of the documents, plans, and schedules provided by the Contractor under this section shall not change the Contract requirements, release the Contractor of the responsibility for successful completion of the work or relieve the Contractor of the duty to comply with applicable laws. The Engineer's review or approval of schedules shall not indicate agreement with any assertions of delay or claims by the Contractor.

It is the Contractor's responsibility to prepare and submit documents that satisfy all applicable contract requirements. By reviewing and approving the Contractor's documents, the City does not warrant that following the Contractor's documents will result in successful performance of the work. The City's failure to discover defects in the Contractor's documents, the assumptions upon which they are based or conditions that prevent the Contractor from performing the work as indicated in the documents will not entitle the Contractor to additional compensation or time. If the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of time, it must specifically advise the Engineer of these conditions in accordance with Subsection 105-1.17.

**108-1.04 LIMITATION OF OPERATIONS.** The Contractor shall not open up work to the detriment of work already started. The Contractor shall not stop or otherwise impede traffic outside the project limits without the Engineer's prior written permission. The Engineer may require the Contractor to finish a section of work in progress before starting additional sections if the Engineer determines it is necessary for the convenience of the public or the City.

**108-1.05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.** The Contractor shall employ sufficient labor and equipment to complete the work required under the Contract and to complete it on time.

The Contractor shall ensure that all workers on the project have the skills and experience necessary to properly perform their assigned work. Workers engaged in special work or skilled work shall have sufficient experience in that work and in the operation of the equipment required to properly perform that work.

The Contractor shall comply with any written order by the Engineer to remove workers, who, in the opinion of the Engineer, perform the work in an unskilled manner, who are intemperate or disorderly, or who jeopardize the safety of the public, other workers or Engineer's personnel. The Contractor shall allow removed workers to return to the project only with the Engineer's written permission. The Engineer may suspend the work if the Contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Engineer's order.

The Contractor shall use equipment of the appropriate size and mechanical condition to produce the specified quality and quantity of work by the means specified in the Contract, if any, and shall ensure that the equipment does not damage roadways or property.

The Contractor shall ensure all equipment, materials, and articles incorporated into the work are new and of the specified quality, unless the Contract specifically permits otherwise.

The Contractor shall provide the Engineer with a list of all powered equipment that will be used on the project, showing the make, model, year, capacity, horsepower, and related information. The Contractor shall update this list when equipment is added or removed from the work site, but need not update more frequently than weekly.

When the methods and equipment to be used by the Contractor are not prescribed by the contract, the Contractor is free to use any method, means or equipment that is satisfactory to produce the specified work in conformity with the Contract, except as provided above. At the request of the Engineer, the Contractor shall demonstrate that the method, means and equipment chosen will produce the work specified in the Contract in the time allowed under the Contract. The Contractor shall bear all costs and impacts associated with any means, methods and equipment chosen by the Contractor. No suggestion, statement or observation from the Engineer or other City representatives shall alter this responsibility.

If the Contract specifies a particular method, means or type of equipment for performance of the work, the Contractor must use that method, means or equipment unless the Contractor first requests, in writing, permission to alter the Contract requirement and receives prior written approval from the Engineer.

#### **108-1.06 CONTRACT TIME, EXTENSION OF CONTRACT TIME AND SUSPENSION OF WORK.**

Contract time will be specified by specific Completion Date.

##### **COMPLETION DATES:**

All work associated with Grandpa's Farm Road Bridge project will be completed by the date shown on the Contract.

1. Calendar Days. When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor.

Calendar days shall continue to be counted against Contract time until and including the date of project completion. Calendar days shall not be counted during the period from November 1 through April 30, except for days that the Contractor is working on the project site.

2. Completion Date. When the contract time is specified on a completion date basis, all work under the Contract shall be completed by the specified completion date.
3. Reasons for Suspension of Work and Extension of Contract Time. The City may order a suspension of work for any reason listed in Items 3a through 3p.

The City shall not pay additional compensation, but may extend Contract time only, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Contractor's control and are not the result of the Contractor's fault or negligence, including:

- a. Acts of God;
- b. Acts of the public enemy;
- c. Fires;
- d. Floods;
- e. Epidemics;
- f. Quarantine restrictions;
- g. Strikes;
- h. Freight embargoes;
- i. Unusually severe weather;
- j. In accordance with Subsection 105-1.06.4.d, delays by utility owners beyond completion dates specified in the Special Provisions for relocating or adjusting utilities and related facilities; or
- k. Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators, including those causes listed in this Subparagraph 3, Items a through j.

No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to:

- l. Failure to correct unsafe conditions for the workers or the public;
- m. Adverse weather that is not unusually severe;
- n. Failure to carry out Contract provisions;
- o. Failure to carry out orders given by the Engineer; or
- p. Failure to timely obtain materials, equipment, or services.

The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a request for a time extension under this section. The Contractor shall submit a request for a time extension to the Engineer within 10 days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim under Subsection 105-1.17.

The time allowed in the Contract, as awarded, is based on performing the original estimated quantities of work set out in the bid schedule. An assertion that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If satisfactory fulfillment of the Contract requires extra work, the City may extend Contract time on a basis commensurate with the amount and difficulty of the extra work, provided that the extra work is for a controlling item.

- 4. Suspension of Work. The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determines to be reasonable, necessary, in the public interest, or for the convenience of the City.
  - a. The Engineer will issue a written order to suspend, delay, or interrupt all or any part of the work. The Contractor shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
  - b. Unless another Contract section specifically provides otherwise, the Contractor will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
    - (1) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a



suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or

- (2) The delay, suspension, or interruption results from the City's failure to fulfill a contractual obligation to the Contractor within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
- c. No equitable adjustment will be made under this subsection for any suspension, delay, or interruption of the work if the Contractor's performance would have been suspended, delayed, or interrupted by any other cause for which:
  - (1) The City is not responsible under the Contract, including the Contractor's fault or negligence; or
  - (2) An equitable adjustment is either provided for or excluded under any other section of this Contract.
- d. Claims for equitable adjustments under this section shall be filed under Subsection 105-1.17 except that:
  - (1) The Contractor must give written notice of intent to claim no later than 20 days after the event giving rise to the delay, suspension, or interruption; and
  - (2) The claim may not include any costs incurred more than 20 days before the Contractor files the Contractor's written notice of intent to claim.

**108-1.07 FAILURE TO COMPLETE ON TIME.** For each calendar day that the work is not substantially complete after the expiration of the Contract time or the completion date has passed, the Engineer shall deduct the full daily charge corresponding to the amounts shown below from progress payments.

For each calendar day that the work is substantially complete but the project is not complete, after the expiration of the Contract time or the completion date has passed, the Engineer shall deduct 20 percent of the daily charge corresponding to the amounts shown below from progress payments.

If no money is due the Contractor, the City may recover these sums from the Contractor, from the Surety, or from both. These are liquidated damages and not penalties. These charges shall reimburse the City for its additional operational expenses incurred due to the Contractor's failure to complete the work within the time specified.

#### **DAILY CHARGE FOR LIQUIDATED DAMAGES FOR EACH CALENDAR DAY OF DELAY**

Liquidated damage charges will be assessed at the rate of \$100 per day for each calendar day beyond the specified contract completion date.

Permitting the Contractor to continue work after the Contract completion date has passed does not waive the City's rights to collect liquidated damages under this section.

**108-1.08 DEFAULT OF CONTRACT.** The Contracting Officer will give a written Notice of Default to the Contractor and the Surety if the Contractor:

1. Fails to begin work under the Contract within the time specified;

2. Fails to perform the work with sufficient workers, equipment, or materials to ensure the prompt completion of the work;
3. Performs the work unsuitably or neglects or refuses to remove materials or to replace rejected work;
4. Discontinues the prosecution of the work;
5. Fails to resume work that has been discontinued within a reasonable time after notice to do so;
6. Becomes insolvent except that if the Contractor declares bankruptcy, termination shall be in accordance with the Federal Bankruptcy Code. In the event that the Contractor declares bankruptcy, the Contractor agrees that the Contract will be assumed by the Surety in a timely manner so as to complete the Contract by the date specified in the Contract;
7. Allows any final judgment to stand against the Contractor unsatisfied for a period of 60 days;
8. Makes an assignment for the benefit of creditors, without the consent of the Engineer;
9. Fails to comply with applicable minimum wage or civil rights requirements;
10. Is a party to fraud, deceit, misrepresentation, or malfeasance in connection with the Contract; or
11. Fails to perform the work in an acceptable manner for any other cause whatsoever.

The written Notice of Default will include a notice to cure and will establish a date by which the cure must be completed. The Contracting Officer may allow more time to cure than originally stated in the Notice to Default if the Contracting Officer deems it to be in the best interests of the City. Failure to cure the delay, neglect, or default within the time specified in the Contracting Officer's Notice of Default authorizes the City to terminate the contract. The City will provide the Contractor and the Contractor's Surety with a written Notice of Termination.

After the Notice of Termination is issued, the City may take over the work without further notice; may complete it by itself, by contract or otherwise; and may take possession of and use materials, appliances, equipment, or plant on the work site necessary for completing the work.

The City may transfer the obligation to perform the work from the Contractor to the Surety. In that event, the Surety shall submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the City for approval before beginning work. The Surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply. On receipt of the transfer notice, the Surety shall take possession of all materials, tools, equipment, and appliances at the work site, employ an appropriate work force, and complete the Contract work as specified. The Contract specifications and requirements shall remain in effect, except that the City will make subsequent Contract payments directly to the Surety. The Contractor forfeits any right to claim for the work and is not entitled to receive any further balance of the amount to be paid under the Contract.

The Contractor and the Contractor's Surety are jointly and severally liable for any damage to the City resulting from the Contractor's delay, neglect, or default, whether or not the City terminates the Contractor's right to prosecute the work. The City's damages include any increased costs incurred by the City in completing the work or paying for the work to be completed. The City's rights and remedies are in addition to any other rights and remedies provided by law or under the Contract.

If, after notice of termination of the Contractor's right to proceed under this clause, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be determined under Subsection 108-1.09, Termination for Convenience.

#### **108-1.09 TERMINATION FOR CONVENIENCE.**

1. Notice. The Contracting Officer may terminate the Contract in whole or in part due to:

- a. Executive Orders of the President of the United States or the Governor of the State of Alaska with respect to the prosecution of war or the interest of national defense, or any disaster declaration.
- b. Restraining orders or injunctions by a court of competent jurisdiction affecting prosecution of the work based on acts or omissions of persons or agencies other than the Contractor.
- c. Any reason determined by the Contracting Officer to be in the best interest of the City.

The Contracting Officer will issue a written Notice of Termination to the Contractor. The Notice of Termination shall state the extent to which performance of work under the Contract is terminated, the effective date of the termination, and for which of the above-listed reasons the Contract is terminated.

- 2. Required Actions. Unless otherwise directed by the Contracting Officer, upon receipt of a Notice of Termination the Contractor shall immediately:
  - a. Stop work as directed in the Notice.
  - b. Place no further orders or subcontracts for materials, services, or facilities except as approved to complete work not terminated.
  - c. Terminate all orders and subcontracts for the terminated work.
  - d. Accomplish either (1) or (2) below as directed by the Contracting Officer:
    - (1) Assign to the City all right, title and interest in any terminated orders or subcontracts. The Contracting Officer will settle all claims on the terminated orders or subcontracts.
    - (2) Settle any outstanding liabilities and claims arising from termination of orders and subcontracts. Settlements must be limited to costs allowed under this Section.
  - e. Submit to the Contracting Officer a list, certified as to quantity and quality, of all materials acquired or produced for incorporation into the project and that are properly allocable to the terminated portion of the project, exclusive of items disposed of under Subsection 108-1.09.2.f., below.
  - f. Dispose of materials in the Contractor's possession or control that were acquired or produced but not incorporated into the project as of the termination date as directed by the Contracting Officer under either (1) or (2) below:
    - (1) Transfer title and deliver the materials to the City. The City will pay for the materials at the actual cost delivered to the project or storage site, including transportation charges, to which cost 15% will be added.
    - (2) Sell the materials. Credit will not have to be extended to prospective purchasers.

The Contractor may acquire the materials if the Contracting Officer approves the sale price and the Contractor meets any other conditions prescribed by the Contracting Officer.

At the sole discretion of the Contracting Officer, the proceeds of any sale, transfer, or disposition of materials may be:

- (1) applied to reduce any payments to be made by the City under the Contract,
  - (2) credited to the cost of the work, or
  - (3) paid in any other manner as directed.
- g. Deliver to the City completed or partially completed plans, drawings, information, and other property required to be furnished under the Contract.
- h. Take all necessary actions and comply with all directives to protect contract-related property in which the City has or may acquire an interest.
- i. Complete work not terminated.

The Contractor shall proceed immediately with performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

- 3. Claim. The Contractor shall submit any termination claim to the Contracting Officer within 90 days after the effective date of termination, unless the date for submitting a claim is extended in writing by the Contracting Officer.
  - a. Without duplication of any amount paid for under Subsection 108-1.09.2., the claim may be for the total of:
    - (1) costs incurred in performing the terminated work from the date of Contract award to the effective date of the termination subject to the provisions of Subsection 108-1.09.3.b. regarding reimbursement of equipment costs and Subsection 108-1.09.3.c. regarding unallowable items.
    - (2) payments approved by the Contracting Officer under Subsection 108-1.09.2.d.(2) to settle the termination claims of suppliers and subcontractors to the extent not covered under Subsection 108-1.09.3.a.(1).
    - (3) reasonably incurred costs for:
      - (a) accounting, legal, clerical, and other costs reasonably necessary for preparation of the termination claim and settlement negotiations, excluding costs incurred after the date an appeal is filed with the Appeals Officer under Subsection 108-1.09.8.
      - (b) settling subcontractor and supplier claims, excluding the amounts of those settlements paid under Subsection 108-1.09.3.a.(2).
    - (4) reasonable profit on the costs included in Subsection 108-1.09.3.a(1) based on the Contractor's bid rate for profit or as determined under any other reasonable accounting method. However, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer will allow no profit and will reduce the settlement to reflect the indicated rate of loss under Subsection 108-1.09.4. The City will not pay profit on costs included in Subsections 108-1.09.3.a.(2) and 108-1.09.3.a.(3).
  - b. Equipment claims will be reimbursed as follows:

- (1) Contractor-owned equipment usage, based on the Contractor's ownership and operating costs for each piece of equipment as determined from the Contractor's accounting records. Do not base equipment claims on published rental rates.
  - (2) Idle time for Contractor-owned equipment, based on the Contractor's internal ownership and depreciation costs. Idle equipment time is limited to the actual period of time equipment is idle as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle equipment time.
  - (3) Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the Contractor will be considered Contractor-owned equipment, unless the affiliate, division, subsidiary or other organization has an established practice of leasing to unaffiliated lessees.
- c. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim, or on appeal:
- (1) Loss of anticipated profits or consequential or compensatory damages
  - (2) Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations
  - (3) Bidding and project investigative costs
  - (4) Direct costs of repairing equipment to render it operable for use on the terminated work
4. Adjustment for Loss. If the Contractor would have sustained a loss on the entire Contract had it been completed, the City will not pay the Contractor more than the total of:
- a. The amount due for termination claim costs under Subsection 108-1.09.3.a.(3); plus
  - b. The remainder of the total allowable claim amount due reduced by multiplying the remainder by the ratio of (1) the total contract price to (2) the remainder plus the estimated cost to complete the entire Contract; minus
  - c. All disposal and other credits, all advance and progress payments and all other amounts previously paid under the Contract.
5. Deductions. In arriving at the amount due under this Subsection, the City will deduct:
- a. All previous payments made before termination;
  - b. Any claim which the City may have against the Contractor;
  - c. The proceeds of the sale or transfer of any materials, supplies, or other items acquired for the terminated work and not otherwise recovered by or credited to the City;
  - d. All partial payments made under this Section; and
  - e. Any adjustment for loss determined under Subsection 108-1.09.4.
6. Agreed Settlement. The Contractor shall make every effort to arrive at a claim settlement with the Contracting Officer that is fair to both parties, that reflects the reasonable and allocable incurred costs allowable under Subsection 108-1.09.3, that includes a profit under Subsection 108-

1.09.3.a.(4) or, where appropriate, a loss adjustment under Subsection 108-1.09.4, and that takes into account the Contractor's reasonable business judgment in performing the work.

The total settlement, whether determined under this Subsection 108-1.09.6 or under Subsection 108-1.09.7, exclusive of the costs listed in Subsection 108-1.09.3.a.(3), may not exceed the total contract price as reduced by previous payments made and the contract price of work not terminated.

If an agreement is reached in whole or in part, the City will amend the contract and will pay the agreed amount.

7. **Determined Settlement.** If the Contractor fails to submit a termination claim within the time allowed, or if an agreement is not reached on the amount due, the Contracting Officer may determine in a Contracting Officer's Decision, the amount due under Subsection 108-1.09 on the basis of information available to the City.
8. **Right of Appeal.** The Contractor may appeal a Contracting Officer's Decision within the time and in the manner specified in Subsection 105-1.17.
9. **Partial Payments.** In the sole discretion of the Contracting Officer, the City may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract. The sum of these partial payments will not exceed the Contracting Officer's estimate of the total amount that will be due as a result of the termination. The estimate will be based on available information. The Contracting Officer may adjust the estimate as additional information becomes available. If the Contracting Officer orders an audit of the Contractor's financial or project records, the Contracting Officer may decline to make partial payments until the audit is completed.
10. **No Waiver of Rights.** The termination of work by the City does not affect or extinguish any of the rights of the City against the Contractor or the Contractor's Surety then existing or which may thereafter accrue. Any retention or payment of monies by the City due under the terms of the Contract will not release the Contractor or the Contractor's Surety from the contractual obligations or warranties made under Subsection 107-1.19 or elsewhere in the Contract.
11. **Retaining Records.** The Contractor shall unless otherwise provided for in the Contract or by applicable statute, keep all books, records, documents, and other evidence bearing on the Contractor's cost and expenses under the Contract and relating to the work terminated for a period of 3 years after final settlement under this Contract. Records must be made available to the City at the Contractor's office and at all reasonable times.
12. **Definitions.** In this Subsection 108-1.09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the Contractor, actually reflected in the Contractor's contemporaneously maintained accounting or other financial records and supported by original source documentation.
13. **Cost Principles.** The City may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to highway construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles.

## SECTION 109

### MEASUREMENT AND PAYMENT

**109-1.01 GENERAL.** Wherever the Contract provides that certain work is subsidiary or it is without extra compensation, the payment for that work is included in the payment for other items of work, and no further or additional payment shall be made for that work.

When more than one type of material or work is specified for a pay item, letter or numeric suffixes included within parentheses following the pay item number are used to differentiate the types.

Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

**109-1.02 MEASUREMENT OF QUANTITIES.** All work completed under the Contract will be measured using the U.S. Customary system of measure. The Engineer may agree for purposes of making progress payments to use a method of measurement other than the methods described below. However, all final payments for quantities will be calculated using one or more of the methods of measurement described below and in the applicable pay item section. Unless otherwise specified, work will be measured as follows:

1. Acre (43,560 ft<sup>2</sup>). Horizontally, unless specified on the ground surface. No deductions will be made for individual fixtures with an area of 500 ft<sup>2</sup> or less.
2. Contingent Sum. Measured as specified in the Contract or Directive authorizing the work. The method of payment may include: (1) a lump sum basis, (2) a price multiplied by the units of work performed, (3) a pay adjustment based on the quality of work, or (4) a deduction from the contract amount.
3. Cubic Yard (yd<sup>3</sup>). At the location specified using one of the following methods:
  - a. Average End Area. End area is the calculated area between original ground cross section and either the design cross section or at the Engineer's discretion the final cross section. Volume of material is calculated using the average of end areas multiplied by the distance along centerline between end areas. In extreme cases where most of the earthwork lies along a single horizontal curve the Engineer may compute volume using the average of end areas multiplied by the distance along centroid of cross section between end areas.
  - b. Three-Dimensional. Where it is impractical to measure material by cross sectioning due to erratic location of isolated deposits, acceptable methods involving three-dimensional measurements may be used.
  - c. Neat Line. Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.
  - d. Nominal. Volume calculated as nominal width times nominal thickness times the average length of each piece.

- e. Weight. With the Engineer's written approval, material that is specified to be measured by volume may be weighed and converted to volume for payment purposes. The Engineer will determine the appropriate conversion factors. When liquid asphalt is a pay item, ASTM D 4311 will be used to convert from weight to volume at 60 °F.
- 4. Cubic Yard Vehicle Measure (CYVM). Material measured by volume in the hauling vehicle will be measured at the point of delivery. Vehicles may be of any acceptable size or type provided that the volume of the actual contents may be readily and accurately determined. Vehicles shall be loaded to the measured vehicle volume. If vehicles are not loaded to the measured vehicle volume, the Engineer at their discretion, may apply a percentage of full factor to the measured volume. Loads shall be leveled when directed. No payment will be made for loads that exceed the legal capacity of the vehicle.
- 5. Linear Foot (LF). From end to end, in place, parallel to the centerline of the item or ground surface on which the items are placed.
- 6. Thousand Feet Board Measure (MBM). Nominal volume based on nominal widths and thickness times actual extreme length of each piece. One board foot = 1 ft<sup>2</sup> X 1 inch thick.
- 7. Thousand Gallon (MGal). By one of the following methods:
  - a. Measured or calibrated volume tank;
  - b. Metered volume, using a certified calibrated meter; or
  - c. Weighed under this subsection and converted to volume, using a specified or approved conversion factor.
- 8. Mile. From end to end, measured horizontally along centerline.
- 9. Pound. Using a certified scale or the net weight of packaged material as labeled by the manufacturer. The Engineer will accept nominal weights for standard manufactured items, unless otherwise specified. The Engineer will accept industry-established manufacturing tolerances, unless otherwise specified.
- 10. Square Foot (ft<sup>2</sup>). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 ft<sup>2</sup> or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Engineer.
- 11. Square Yard (yd<sup>2</sup>). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 yd<sup>2</sup> or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Engineer.
- 12. Station (100 feet). Horizontally, parallel to centerline.
- 13. Ton (2,000 pounds). By one of the following methods:
  - a. Commercial Weighing System. Permanently installed and certified commercial scale that meets the requirements for the project weighing system.
  - b. Invoices. Supplier's invoice with net weight or volume converted to weight for bulk material that is shipped by truck or rail and is not passed through a mixing plant. Periodic check weighing may be required. Net certified weights or volumes of asphalt materials are subject to correction for temperature and foaming. All materials are subject to correction for material that is lost, wasted, or otherwise not incorporated into the work, for computing quantities.



**109-1.03 SCOPE OF PAYMENT.** The City will make payment at the Contract price or prices for each item shown on the bid schedule or as modified by change order with specified price adjustments. The Contractor shall accept the Contract prices as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work.

**109-1.04 COMPENSATION FOR ALTERED QUANTITIES.** Payment to the Contractor for unit price items shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the Contract. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, the Contractor shall accept payment at the original Contract unit prices for the quantities of work and materials furnished, completed and accepted as payment in full. Payment at the Contract unit price shall compensate the Contractor for all costs, expenses, and profit that the Contractor is entitled to receive for the altered quantities, except as provided below:

1. When the final quantity of a Major Contract Item varies more than 25 percent above or below the bid quantity, either party to the Contract may receive an equitable adjustment in the Contract unit price of that item. If the final quantity of work is:
  - a. Greater than 125 percent of the bid quantity, the equitable adjustment will be made only for those units that are in excess of 125 percent of the bid quantity.
  - b. Less than 75 percent of the bid quantity, the equitable adjustment will be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75 percent of the total amount bid for the item.

Except as provided above and in Subsection 104-1.02, no allowance shall be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed, either directly from alterations in quantities or indirectly from unbalanced allocations among the contract items on the part of the bidder and subsequent loss of expected reimbursements, or any other causes.

**109-1.05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS.** When the Engineer orders extra work to be performed on a time and materials basis, compensation will be computed as follows:

1. Labor. Based on the sum of a. through f.
  - a. Total hours worked times the straight time rate of pay. The rates of pay are those indicated on the certified payroll for all labor and foremen in direct charge of the specific operations. Rates shall not exceed those for comparable labor currently employed on the project, and shall not include general superintendence.
  - b. Overtime hours worked times the difference between the overtime rate and the straight time rate. No markup is allowed.
  - c. Fringe benefit rate times the total hours worked. Fringe benefits include Health and Welfare, Pension Fund, etc., when such amounts are required by collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the project.

- d. Workers' Compensation Insurance at 8 percent of a. The actual net rate may be used if it exceeds 10 percent and if proof of rates is furnished within 30 days of the completion of the extra work.
  - e. Either subsistence and travel allowances or prorated camp costs. If an employee is due and receives subsistence or camp privileges on their days off, divide that cost by the number of days worked that week and add to their daily subsistence entitlement. If the employee did not work an entire day on time and materials work, prorate the entitlement for the hours worked on time and materials.
  - f. Markup at 35 percent of the sum of a., c., d., and e. This includes and shall fully compensate the Contractor for all overhead and profit, including general superintendence, additional bond, property damage liability insurance, unemployment insurance contributions, social security and other taxes, administrative overhead costs, and profit.
2. Materials. Actual invoiced material and delivery costs plus 15 percent markup. The material must be approved and incorporated into the work. The Contractor shall furnish to the Engineer proof of payment for materials used in the work plus applicable transportation charges. For Contractor-produced materials, certify in writing the Contractor's actual direct costs, the quantities used, and attach cost spreadsheets and production documentation to verify the costs.
3. Equipment. Includes machinery and special equipment (other than small tools) necessary for the work and authorized by the Engineer. No additional compensation will be made for overhead, profit, maintenance, service, repairs, fuels, lubricants, or replacement parts.
- a. Hourly Rental Rate. Based on rental rates in the current edition and appropriate volume of the Rental Rate Blue Book for Construction Equipment, published by PRIMEDIA Information, Inc., 1735 Technology Drive, Suite 410, San Jose, CA 95110-1313.
- The regular hourly rental rate is equal to the equipment rate plus the estimated hourly operating cost. These rates apply for equipment used during the Contractor's regular shift of 10 hours per day. No markup is allowed.
- The equipment rate is equal to the age adjusted monthly rate for the basic equipment plus the age adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the regional adjustment factor. The equipment rate is per hour.
- The age adjusted monthly rate is that resulting from application of the age adjustment formula, to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.
- Only the attachments required for the time and materials work will be included.
- b. Hourly Overtime Rate. Half of the equipment rate plus the full estimated hourly operating cost. The overtime rate will apply to hours the equipment is used in excess of 10 hours per day, either on the Contractor's normal work or on time and materials, and either on single or multiple shifts. No markup is allowed.
  - c. Hourly Stand-by Rate. Half of the equipment rate, for equipment ordered on stand-by during the Contractor's normal work shift, not to exceed eight hours per day. No operating costs or markup is allowed.

- d. Unlisted Equipment. For equipment not listed in The Blue Book, the Contractor and the Engineer may agree to a rate before extra work is begun. If agreement is not reached, the Engineer has authority to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates. No markup is allowed.
- e. Leased or Rented Equipment. Equipment that must be rented or leased specifically for work required under this section and authorized in writing by the Engineer shall be paid at invoice price plus 15 percent markup.

Equipment rented or leased for other work under the Contract and used for work under this section shall be paid based on 3.a., b., and c. (above) with no markup, except that the adjusted monthly rate is the monthly rate determined directly from the submitted rental or lease agreement.

- f. Transportation of Equipment. The actual cost of moving equipment to and from the work site. To receive reimbursement for transportation of equipment, the Contractor shall obtain the equipment from the nearest approved source and use the equipment exclusively for time and materials work. Payment for move-out will not exceed the amount of the move-in. No markup is allowed, except on operator's wages.

Basis of payment:

- (1) If by common carrier: paid freight bill or invoice.
  - (2) If hauled with the Contractor's own resources: hourly rental rate for hauling unit plus operator wages.
  - (3) If equipment must be moved under its own power: half of the normal hourly rental rate plus operator's wages.
- 4. Work by a Subcontractor or Owner-Operator. For time and materials work performed by an approved subcontractor or owner-operator under items 1 through 3 above, the Contractor will receive a 5 percent markup for administrative costs. No percentage will be paid on work covered under bid items in the original Contract. No percentage over the amount covered above will be paid for work done by a lower tier subcontractor.
  - 5. Work by a Specialty Subcontractor. The Contractor shall obtain the Engineer's advance agreement that the specialty item needed is beyond the Contractor's ability or expertise or that of the Contractor's other subcontractors. For work on a specialty item performed by an approved specialty subcontractor, the Contractor will receive the approved invoice cost of work or service plus a 15 percent markup for administrative costs.
  - 6. Records. The Engineer will maintain a daily record of labor, equipment and materials utilized in the extra work. The Engineer will present this record to the Contractor at the end of each day's work for verification and signature.
  - 7. Compensation. Payment for time and materials work will be made in the progress estimate following receipt of the verified daily records and all required supporting information from the Contractor. If, at any time, a unit price or lump sum basis of compensation is agreed to for work being performed under this subsection, that compensation will be set forth in writing as a Change Order.

**109-1.06 PROGRESS PAYMENTS.** The City will make monthly progress payments to the Contractor based on estimates of the value of work performed and materials on hand under Subsection 109-

1.07. At the City's discretion, a progress payment may be made twice monthly if the value of the estimate exceeds \$10,000.

If satisfactory progress is being made, the Engineer will authorize 100 percent payment for the estimated value of work accomplished, less any authorized deductions.

If the Engineer finds that satisfactory progress is not being made, the Engineer may withhold up to 10 percent of the total amount earned as retainage from subsequent progress payments. The Engineer may withhold up to 200 percent of the estimated cost to complete final punch list items as retainage until those items are complete. The Engineer will notify the Contractor in writing within eight working days of a request for a progress payment of the reasons why part or all of the payment is being withheld as retainage and what actions may be taken by the Contractor to receive full payment.

Payments of withheld amounts will be made in accordance with AS 36.90.200. No interest will be paid on amounts withheld as retainage.

#### **109-1.07 PAYMENT FOR MATERIAL ON HAND.**

1. Partial Payment. The Engineer will make partial payment for materials designated for incorporation into the work. The material shall:
  - a. Meet Contract requirements;
  - b. Be delivered and stockpiled at the project or other approved location;
  - c. Be supported by invoices, freight bills, and other required information; and
  - d. Not be living or perishable.
2. Payment Requests. The Contractor shall make each payment request in writing and:
  - a. List stockpiled items, quantities of each, and stockpile location(s);
  - b. Certify that materials meet the applicable Contract specifications;
  - c. For purchased materials, attach copies of invoices, freight bills, and manufacturer's published storage recommendations;
  - d. For Contractor-produced materials, attach production statements showing quantities and dates produced and copies of process quality control test results; and
  - e. Include other information requested by the Engineer.
3. Storage Conditions. The Contractor shall protect material from damage or loss while in storage. The Contractor shall:
  - a. Physically separate stockpiled materials from other materials at the storage location;
  - b. Clearly label materials with the project name and number; and
  - c. Store materials per the manufacturer's recommendations.

If storage conditions become unsatisfactory, liens are filed on any materials, or the storage location is changed without approval, the Engineer will deduct any previous payments made for such materials.

4. Method of Payment. The Engineer will include payments for acceptably stockpiled materials in the progress estimate following receipt of the Contractor's written request and all required documentation. The Engineer will:
  - a. Pay for materials purchased by the Contractor at the delivered cost but not to exceed 85% of the Contract amount for those items.
  - b. Pay for materials produced by the Contractor at up to 50% of the Contract amount for those items.
  - c. Deduct the City's cost to inspect materials stored off the limits of the project.
  - d. Deduct partial payment quantities as they are incorporated into the project.

The Contractor shall release and discharge the City from any liability for damages or delays related to the storage or transport of, and to the payment for, material on hand.

The City's payment for material on hand will not constitute final acceptance by the City.

**109-1.08 FINAL PAYMENT.** When the project has been completed as provided in Subsection 105-1.15, the Engineer will prepare the final estimate of the quantities of the various classes of work performed. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final estimate will not be processed until the Alaska Department of Labor and Workforce Development has verified that final payment can be released.

If the Contractor approves the final estimate, or does not file a claim within 90 days of receiving the final estimate, the estimate shall be processed for final payment. Final payment shall consist of the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. Failure to file a claim within 90 days of receiving the final estimate is a waiver of any and all claims relating to or arising from the final estimate.

When the Contractor approves the final estimate and executes the Contractor's Release form, final payment will be processed.

The Contractor may reserve any unresolved claims that were timely filed in accordance with Subsection 105-1.17 by listing those claims as exceptions on the Contractor's Release. Any claims listed as exceptions that were not filed before the Contractor executes the final estimate will be considered null and void. Any claims filed in a timely manner but not listed on the Contractor's Release are waived and deemed released.

If the Contractor fails or declines to approve the final estimate within 90 days but does not file any claims, the City will consider the estimate approved and process the estimate for final payment. Any subsequently raised claims will be considered null and void.

**109-1.09 ELIMINATED ITEMS.** When the Contractor is notified of the elimination of a minor Contract item, the Contractor will be reimbursed for actual work performed and all direct costs incurred before notification. In no case will any payment be made for loss of anticipated profits or overhead.

Should it become necessary to eliminate a major Contract item, an equitable adjustment will be made and the Contract modified in writing accordingly.

**CITY OF GUSTAVUS**  
**ITB FY 22-01 RM**  
**GUSTAVUS FISH PASSAGE IMPROVEMENTS**  
**GRANDPA'S FARM ROAD BRIDGE**

**PROJECT SPECIFICATIONS & SPECIAL PROVISIONS**

All material specification and work provided by the Contractor shall conform to the 2020 State of Alaska Department of Transportation and Public Facilities (DOT&PF) Standard Specifications for Highway Construction, excluding Division 100. Project specific special provisions to the DOT&PF standard specifications are detailed in the following sections. The requirements contained in these specifications are hereby made a part of this solicitation and any resultant contract.

Copies of the DOT&PF Standard Specifications are available from:

State of Alaska Department of Transportation and Public Facilities  
Statewide Design and Engineering Services Division  
3132 Channel Drive, P.O. Box 112500, Juneau, AK 99811-2500  
Phone: (907) 465-6951  
Fax: (907) 465-5240  
Or online at: [www.dot.state.ak.us](http://www.dot.state.ak.us)

## **PROJECT SPECIAL PROVISIONS LIST**

Section 201 CLEARING AND GRUBBING  
Section 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS  
Section 203 EXCAVATION AND EMBANKMENT  
Section 301 AGGREGATE BASE AND SURFACE COURSE  
Section 506 TIMBER STRCUTURES  
Section 611 RIPRAP  
Section 618 SEEDING  
Section 619 SOIL STABILIZATION  
Section 634 GEOGRID SOIL STABILIZATION  
Section 641 EROSION, SEDIMENT AND POLLUTION CONTROLS  
Section 642 CONSTRUCTION SURVEYING AND MONUMENTS  
Section 643 TRAFFIC MAINTENANCE  
Section 644 SERVICES TO BE FURNISHED BY THE CONTRACTOR  
Section 671 STREAMBED SIMULATION  
Section 703 AGGREGATES







## **SECTION 201**

### **CLEARING AND GRUBBING**

**201-3.01 GENERAL.** Add the following:

The Contractor shall perform the work necessary to preserve and/or restore land monuments and property corners from damage. A land monument or property corner that is disturbed shall be restored according to Section 642 at the Contractor's expense. An undisturbed area five feet in diameter may be left around existing monuments and property corners.

Salvage and stockpile vegetative (veg) mat, including native plant material, brush, shrubs, trees smaller than 2-inch caliper, and topsoil. Salvage vegetative mat from immediate area to be disturbed for excavation and other work. Take care not to damage vegetative mats to be salvaged during clearing and grubbing. Keep vegetative mats as intact as possible.

Stockpile organic soils removed during grubbing for use as topsoil on finished riprap slopes prior to seeding.

**201-4.01 METHOD OF MEASUREMENT.** Add the following:

The work required to preserve and restore land monuments and property corners is subsidiary to pay item 201(3B) Clearing and Grubbing.

Recovering and stockpiling organic soils is subsidiary to pay item 201(3B) Clearing and Grubbing.

Salvaging and stockpiling vegetative mats is subsidiary to pay item 203(3) Unclassified Excavation.

## **SECTION 202**

### **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**202-3.01 GENERAL.** Add the following:

Remove existing log crib wall along west side of Grandpa's Farm Road at stream crossing. Log piles extending below necessary excavation limits do not need to be removed entirely and can be cut off at limits of excavation.

**202-4.01 METHOD OF MEASUREMENT.** Add the following:

Removal of existing log crib wall along west side of Grandpa's Farm Road at stream crossing will not be measured for payment.

**202-5.01 BASIS OF PAYMENT.** Add the following:

Removal of existing log crib wall along west side of Grandpa's Farm Road at stream crossing is subsidiary to pay item 203(3) Unclassified Excavation.

## **SECTION 203**

### **EXCAVATION AND EMBANKMENT**

#### **203-1.01 DESCRIPTION.** Add the following:

Perform all operations pertaining to the diversion of surface and subsurface water flows for excavation and backfill during construction operations or dewatering of work areas. Perform all necessary excavation and backfilling of in-situ stream bed material required for Channel Regrading as specified in Subsection 671-3.04 Channel Regrading.

The Contractor shall coordinate utility relocates prior to beginning excavation at the Grandpa's Farm Road crossing. Alaska Power and Telephone Company (AP&T), formerly Gustavus Electric Company, and Alaska Communication Systems (ACS) have assets within the project boundaries. Coordination efforts shall include affected utility companies and the Owner's Representative for the City of Gustavus.

#### **203-2.01 MATERIALS.** Add the following:

Furnish and supply all materials and equipment necessary to complete stream diversion and dewatering operations.

Furnish and supply all materials and equipment necessary to complete utility relocates and attach utilities to bridge superstructure as coordinated with affected utility companies, including conduit, staples, straps, braces, and the like, even if not specifically called for on the Plans.

#### **203-3.01 GENERAL.** Add the following:

Comply with current safety and environmental regulations during installation and operation of diversion and dewatering systems. Minimize disturbance of undisturbed ground within stream channel. Divert and dewater per permits.

Do not pump or otherwise divert dewatering effluent into creeks unless required permits are obtained from applicable agencies, including, but not limited to, the Alaska Department of Natural Resources and the Alaska Department of Environmental Conservation. Maintain the dewatering pumping operations to ensure return flow does not exceed State of Alaska water quality standards. Provide a disposal site for excess water. Turbid water pumped from the work site for the purpose of lowering the water table in the trench during riprap installation and stream channel reconstruction may require additional filtration by filter fabrics or other methods to prevent turbid water from directly entering the stream.

#### **203-4.01 METHOD OF PAYMENT.** Add the following:

Stream Diversion & Dewatering will not be measured for payment.

Utility Relocation, including attaching utilities to bridge superstructure, will not be measured for payment.

#### **203-5.01 BASIS OF PAYMENT.** Add the following:

Furnishing, mobilizing, modifying, operating, and maintaining all materials and equipment necessary to complete stream diversion and dewatering operations is subsidiary to pay item 203(19) Stream Diversion & Dewatering

All work associated with coordinating and completing utility relocation services, including conduit, materials, and labor as necessary to attached utilities to bridge superstructure, is subsidiary to pay item 203(20) Utility Relocation.

Add the following pay items:

| Pay Item No. | Pay Item                      | Pay Unit |
|--------------|-------------------------------|----------|
| 203(19)      | Stream Diversion & Dewatering | Lump Sum |
| 203(20)      | Utility Relocation            | Lump Sum |

## **SECTION 301**

### **AGGREGATE BASE AND SURFACE COURSE**

**301-3.01 PLACING.** Add the following:

Place minimum of two (2) inches of aggregate surface course (E-1) along roadway where bridge approaches are to be regraded to match grades and extents shown on the Plans. Grade E-1 surface course to match elevation of the bridge deck running planks to provide a smooth transition from roadway surface to bridge deck. Grade E-1 surface course to match existing surface of Grandpa's Farm Road. Place E-1 on existing parking area to match elevations and grades shown on the Plans.

## **SECTION 506**

### **TIMBER STRUCTURES**

#### **506-2.01 MATERIALS.** Add the following:

Prefabricated bridge substructure and superstructure are to satisfy the following performance specifications:

1. Governing Design Code.
  - a. Design is in accordance with the AASHTO LRFD Bridge Design Specifications – 4th Edition.
2. General Dimensions.
  - a. Bridge length shall be 60'-0" (straight line dimension) and shall be measured from end to end of stringer.
  - b. Bridge width shall be 18'-0" and shall be measured from inside face to inside face of bridge deck curb.
  - c. Bridge shall not be skewed, having an inside angle of 90° from edge of stringer to abutment.
  - d. Bridge shall have an elevation difference from one end to the other equal to 0.5 feet.
  - e. Wearing surface shall be a running plank with a thickness of approximately 2 inches.
3. Design Loadings.
  - a. HL93 Load plus Dynamic Load Allowance.
  - b. Bridge shall be designed for 1 lane of traffic.
  - c. The design ADTT (Average Daily Truck Traffic) shall be 20.
  - d. Bridge rail shall consist of curb only.
4. Materials.
  - a. All glued laminated (glulam) beams, including girders, deck panels, posts, post blocks, rails, sills, and backwalls, shall be constructed of West Coast Douglas Fir using 100% waterproof glue.
  - b. Glulam beams shall be completely fabricated prior to treatment. Pressure treat glulam beams and sawn lumber with Penta type A per AWPA specifications.
  - c. All hardware required to connect bridge superstructure together, including beam seats, diaphragms, rod bracing, turnbuckles, deck screws, and all miscellaneous nuts and bolts, shall be constructed of galvanized steel.
5. Engineering.
  - a. Structural design of the bridge superstructure shall be performed by or under the direct supervision of a Professional Engineer, registered in the State of Alaska.
  - b. Bridge drawings and calculations shall be submitted for approval prior to fabrication. Submittals shall carry the signature and seal of the Registered Professional Engineer.

#### **506-3.01 GENERAL.** Add the following:

Install prefabricated bridge substructure and superstructure in accordance with methods and instructions provided by the bridge manufacturer.

#### **506-4.01 METHOD OF PAYMENT.** Add the following:

Prefabricated bridge substructure, superstructure, and freight costs will not be measured for payment.

#### **506-5.01 BASIS OF PAYMENT.** Add the following:

Furnishing, mobilizing, modifying, operating, and maintaining all materials and equipment necessary to install prefabricated bridge and not covered under other pay items is subsidiary to pay item 506(8) Assembly and Installation of Bridge.

Add the following pay items:

| Pay Item No. | Pay Item  | Pay Unit |
|--------------|---|----------|
| 506(5)       | Modular Glulam Timber Bridge with<br>Timber Deck Designed by Others | Lump Sum |
| 506(6)       | Prefabricated Timber Sills and Backwalls                            | Lump Sum |
| 506(7)       | Shipping  | Lump Sum |
| 506(8)       | Assembly and Installation of Bridge                                 | Lump Sum |



## **SECTION 611**

### **RIPRAP**

#### **611-1.01 DESCRIPTION.** Add the following:

This work shall include stream bank revegetation and protection techniques beneath the new bridge and designed to reestablish a natural riparian zone and improve habitat for aquatic organisms.

#### **611-2.01 MATERIALS.** Add the following:

Riprap for this project will be provided by the City of Gustavus and will be available for pickup at the Gustavus Boat Harbor. Coordinate pickup of riprap with Owner's Representative. Provide at least 48 hours' notice to Owner's Representative before picking up riprap.

#### **611-3.01 CONSTRUCTION REQUIREMENTS.** Add the following:

Construct revetment and stream banks as specified in the Plans. Construct banks using larger pieces for key footer pieces at toe of riprap slope. Key and lock smaller materials of varying sizes to help fill voids. Use salvaged stream bed material or native material to fill voids in riprap banks and slope protection below ordinary high water. Construct bank faces to be uneven, protrude into the channel, and be rough in appearance. Construct the top of the bank to be fairly uniform. Tie back constructed banks and margins at the edge of the revetment into the existing stream banks at dimensions similar to those found in the field. Grade riprap into existing slopes minimizing disturbance to existing vegetation.

Fill surface voids of riprap mat above ordinary high water with salvaged topsoil or locally obtained soil rich in organics. Place stockpiled organic soils on finished riprap mat slopes as topsoil prior to seeding. Seed extent of riprap mat in accordance with Section 618.

Maintain 8-foot wide channel section through extent of reconstructed channel between riprap mats. Grade stream channel between riprap mats using existing stream bed material or in-situ material as specified in Section 671.

#### **611-4.01 BASIS OF PAYMENT.** Add the following:

Placing salvaged organic soils as topsoil on riprap mat slopes is subsidiary to pay item 611(1) Riprap, Class I.

Payment under Item 611(1) shall include hauling riprap from Gustavus Boat Harbor and placement of riprap at project site per the Plans. No payment will be made for procurement of offsite riprap or any riprap not provided by the City of Gustavus unless authorized in writing by the Owner's Representative.

## SECTION 618

### SEEDING

#### **618-3.03 APPLICATION.** Add the following:

Apply the following seed mix over all disturbed areas following final grading and before placement of coir fabric matting per Section 619. Apply at 1 pound/1,000 square feet. No fertilizer applied.

| Name   | Proportion by Weight |
|--|----------------------|
| 'Sourdough' Bluejoint<br>Reedgrass, Trade Name:<br>"Arctic Mulch"<br><i>Calamagrostis canadensis</i> | 80%                  |
| Annual Ryegrass<br><i>Lolium perenne ssp. multiflorum</i>  | 20%                  |

Water seeded areas per seed supplier's recommendations. Contractor must provide the Owner's Representative with seed tags provided by seed supplier showing seed purity and germination in compliance with Section 724 Seed for approval prior to applying seed to project site.

#### **618-4.01 METHOD OF PAYMENT.** Add the following:

Seed will not be measured for payment.

#### **618-5.01 BASIS OF PAYMENT.** Add the following:

Furnishing, mobilizing, modifying, operating, and maintaining all materials and equipment necessary to install seed is subsidiary to pay item 618(4) Seeding.

Add the following pay items:

|              |          |          |
|--------------|----------|----------|
| Pay Item No. | Pay Item | Pay Unit |
| 618(4)       | Seeding  | Lump Sum |

## **SECTION 619**

### **SOIL STABILIZATION**

#### **619-2.01 MATERIALS.** Add the following:

Matting shall consist of rolled coir fabric meeting the following requirements:

1. Fabric shall be 100% biodegradable, made up of at least 30% coconut fiber with the remainder consisting of straw, jute, or coir.
2. Fabric shall be long-term, semi-permanent, designed to provide stabilization for a minimum of 3 years (36 months).
3. Fabric of a uniform, open, plain weave of undyed and unbleached single coir (coconut) fiber or coir matrix confined by a biodegradable net on top and bottom mechanically bound (stitched) with biodegradable thread.
4. Weight: Minimum of 8 ounces (0.5 pounds) per square yard.
5. Opening Dimensions for netting of coir matrix: Maximum of 1 inch by 1 inch.
6. Suitable products include Western Excelsior Corporation EXCEL CC-4 All Natural Extended Term Erosion Control Blanket, Tensar BioNet C125BN Long-Term Biodegradable Double-Net Coconut Blanket, Landlok C2 Erosion Control Blanket, and Granite Environmental Control Mat 40. Other products providing same general function are acceptable as approved by the Owner's Representative.

#### **619-3.02 APPLICATION.** Add the following:

Staple matting as recommended by the manufacturer for slopes between 1H:1V and 2H:1V.

#### **619-4.01 METHOD OF MEASUREMENT.** Add the following:

Matting (coir fabric) shall be measured by square yard, in final position, covered by in-place material along the slope stabilized. Multiply placed width by placed length along the ground surface. No allowance will be made for overlap, whether at joints or patches.

## **SECTION 634**

### **GEOGRID SOIL REINFORCEMENT**

#### **634-2.01 MATERIALS.** Add the following:

Geogrid shall consist of high-density polyethylene cellular confinement system/grid meeting the following requirements:

1. Grid material shall have a cell size of 9 inches by 10 inches, +/- 3 inches.
2. Grid shall have a minimum cell depth of 4 inches.
3. Cell wall may be either solid or perforated.
4. Geogrid must be UV-stabilized and chemically inert.
5. Suitable products include PRS Neoweb Category A Geocells and Geo Products, LLC EnviroGrid Cellular Confinement EGA20. Other products providing same general function are acceptable as approved by the Owner's Representative.

#### **634-3.03 GEOGRID PLACEMENT.** Add the following:

Install per manufacturer's instructions or as directed by Owner's Representative.

## SECTION 641

### EROSION, SEDIMENT, AND POLLUTION CONTROL

Delete all subsections after 641-1.01 DESCRIPTION and replace with the following:

**641-2.01 GENERAL.** A Storm Water Pollution Prevention Plan is not necessary. However, the Contractor must use best judgment in preventing erosion, minimizing erosion, transporting erosion, and trapping sediment before it enters waterways. Install temporary erosion and pollution controls as necessary to suit field conditions. Comply with all notes listed in the Plans.

Do not begin land disturbing activities, or clearing, until authorized by the Owner's Representative. Perimeter controls must be in place before land disturbing activities are initiated.

Temporary erosion, sediment and pollution control measures that are required due to negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Owner's Representative, or for the Contractor's convenience, are at the Contractor's expense. Contractor is responsible for any monetary penalties incurred as the result of negligence, carelessness, or failure to install temporary or permanent erosion and pollution control measures as required to complete the project.

**641-2.02 STABILIZATION.** Land may be disturbed multiple times during a project. Initiate stabilization of disturbed areas and of erodible aggregate layers, as soon as practicable but no later than 14 days after each cessation of land-disturbing activities. Stabilization may be accomplished using temporary or permanent measures.

Temporary stabilization measures may include a combination of temporary seeding, mulch, tackifiers, rolled erosion control products (RECP), soil binders, non-erodible cover or other methods. Temporary erosion, sediment and pollution control measures that are required at material sources and disposal sites, at fuel and material storage areas, and at equipment and material staging areas, are the responsibility of the Contractor

Apply temporary seeding by any application method at a rate of 1 pound per 1000 square feet. Roughen the surface to be seeded and apply seed. Maintain seeded areas and reseed areas not showing evidence of satisfactory growth. When the land-disturbing activity is permanently ceased, in any area of the project, permanent seeding may be initiated in that area, according to Section 618 Seeding and the Plans.

**641-3.01 PETROLEUM AND FUELING OPERATIONS.** Comply with all state and federal regulations that pertain to the handling, storage, cleanup, and disposal of petroleum products or other hazardous substances. Contain, clean up, and dispose of discharges of petroleum and other hazardous materials. Perform fueling operation in a safe and environmentally responsible manner. Fueling operations must be completed at least 100 feet from steams. Place absorbent pads under fill ports while fueling and under equipment during maintenance or repairs. Install secondary containment under all stationary equipment powered by liquid fuels, such as pumps, generators, and hydraulic power units.

**641-4.01 METHOD OF MEASUREMENT.** Section 109 and as follows:

Pay item 641(1) is lump sum. Erosion, sediment, and pollution control will not be measured for payment.

**641-5.01 BASIS OF PAYMENT.**

Item 641(1) Erosion, Sediment and Pollution Control Administration. At the Contract lump sum price for administration of all work under this Section.

All labor, supervision, material, equipment, and incidentals to install, maintain, remove and dispose of temporary erosion, sedimentation, and pollution control BMP's is subsidiary to pay item 641(1) Erosion, Sediment and Pollution Control Administration.

Payment will be made under:

| Pay Item No. | Pay Item   | Pay Unit |
|--------------|--|----------|
| 641(1)       | Erosion, Sediment and Pollution Control Administration | Lump Sum |

## **SECTION 642**

### **CONSTRUCTION SURVEYING AND MONUMENTS**

**642-3.01 GENERAL.** Add the following:

Contractor shall survey existing road and driveway profiles to extent necessary to complete work shown in Plans prior to disturbing ground.

Contractor is responsible for determining right-of-way extents. Any work required outside of the Grandpa's Farm Road right-of-way shall be coordinated with the City of Gustavus before disturbing any ground. Impacts to private property outside of the right-of-way shall be minimized.

## **SECTION 643**

### **TRAFFIC MAINTENANCE**

**643-1.05 CONSTRUCTION PHASING PLAN.** Delete this subsection in its entirety and replace with the following:

Impacts to traffic along Grandpa's Farm Road shall be minimized. Coordinate with the City of Gustavus to schedule any full-road closures of Grandpa's Farm Road during construction. City of Gustavus approval must be obtained before closing Grandpa's Farm Road. Provide at least 96-hour notification to all residents relying on Grandpa's Farm Road for access to their property before closing the road. A minimum of one lane of travel must be maintained along Grandpa's Farm Road outside of road-closure periods scheduled with the City of Gustavus. Contractor is responsible for providing appropriate traffic control devices to maintain safe conditions for the traveling public during work and non-work hours. Provide temporary signs informing traveling public to road closures.

**643-2.01 MATERIALS.** Add the following:

19. Temporary Detour Route. Construct a temporary detour of Grandpa's Farm Road crossing Harry Hall Creek meeting the following requirements:

- Minimum 12-ft-wide roadway surface.
- Minimum curve radius of at least 30 ft.
- Well compacted gravel wearing surface crowned at 3%.
- Minimum 36-in-diameter culvert to maintain flow through Harry Hall Creek.
- Limit temporary detour construction to within existing right-of-way and temporary construction easements provided by the City.
- Place embankment material on geotextile fabric covering existing vegetation. Do not clear, grub, or otherwise disturb existing vegetation; except trees south of Harry Hall Creek within the right-of-way and within the temporary construction easement parcel TCE-1 may be removed.

No road closures will be permitted.

**643-4.01 METHOD OF MEASUREMENT.** Delete this subsection in its entirety and replace with the following:

Traffic maintenance, including coordinating and scheduling of road closures, temporary traffic control devices, and flaggers, will not be measured for payment.

Temporary fill, temporary culverts, temporary bridges, and other materials necessary to maintain traffic on Grandpa's Farm Road will not be measured for payment.

**643-5.01 BASIS OF PAYMENT.** Delete this subsection in its entirety and replace with the following:

All costs incurred maintaining traffic, including flaggers and traffic control devices, and maintaining traffic on Grandpa's Farm Road during construction is subsidiary to pay item 643(2) Traffic Maintenance.



Payment will be made under:

| Pay Item No. | Pay Item            | Pay Unit | Lump Sum |
|--------------|---------------------|----------|----------|
| 643(2)       | Traffic Maintenance |          |          |

## **SECTION 644**

### **SERVICES TO BE FURNISHED BY THE CONTRACTOR**

Delete all subsections after 644-1.01 DESCRIPTION and replace with the following:

**644-2.01 PORTABLE TOILETS.** Provide a portable toilet at the job site for use by construction personnel associated with the project.

**644-2.02 EMPLOYEE PARKING.** Park within the public right-of-way. Do not block private property or traffic along Grandpa's Farm Road or Good River Road.

**644-2.03 VEHICULAR OPERATION.** Limit speed of vehicles associated with the work to 25 miles per hour on Grandpa's Farm Road and Good River Road. Follow posted speed limits on other roads adjacent to Grandpa's Farm Road, Good River Road and the work site.

**644-4.01 METHOD OF MEASUREMENT.** Delete this subsection in its entirety and replace with the following:

Services furnished by the contractor will not be measured for payment.

**643-5.01 BASIS OF PAYMENT.** Delete this subsection in its entirety and replace with the following:

All costs incurred furnishing services, including providing portable toilet, are subsidiary to pay item 640(1) Mobilization and Demobilization.

Add new section:

## **SECTION 671**

### **STREAMBED SIMULATION**

#### **671-1.01 DESCRIPTION.**

This work consists of excavating and grading in-situ material (including silts, sands, gravels, and rock) to construct a channel representative of the natural stream channel. Excavation and grading may be necessary to establish natural stream profile, grade control structures, and stream bed through bridge crossing in existing and reconstructed stream channels. Work includes developing, transporting, and storing materials; sediment control; placing fill to construct stream simulation channels; constructing in-stream structures (riffles, pools, banks); reconstructing existing channels; and all other work to complete the project.

#### **CONSTRUCTION REQUIREMENTS**

#### **671-3.01 EQUIPMENT OPERATION.**

Maintain equipment utilized in and around streams in a clean and orderly fashion. Immediately repair any fluid or fuel leaks. To the greatest extent possible, remove all contaminated material from the site and dispose of in accordance with all State and Federal laws. An oil spill containment kit is required on each job site when working in and around the stream. At a minimum, the kit shall include tarps and oil-absorbent pads.

Base equipment selection on the minimum size necessary to perform the work and minimize the impacts to the adjacent banks and streambed. Submit a list of equipment anticipated to be used for the job to the Owner's Representative prior to commencing construction activities.

#### **671-3.02 EXCAVATION.**

Excavate according to Section 203. Control excavated material to minimize disturbance to the adjacent channel and banks. Salvage stream bed material excavated from the existing channel for reuse in the constructed stream bed and Channel Regrading in accordance with the Plans. Excavate, salvage, and replace existing stream bed material as necessary to complete work.

#### **671-3.03 CHANNEL CONSTRUCTION.**

Construct low flow channel through the center of constructed stream channel as shown in the Plans. Fill all voids left during placement of in-stream features (e.g. riprap banks) with in-situ material. Use water pressure, metal tamping rods, and similar hand operated equipment to force material into all surfaces and subsurface voids between the structure and rocks and between individual rocks.

#### **671-3.04 CHANNEL REGRADING.**

Channel Regrading consists of the backfill and/or excavation of the existing stream channel bed to match the specified slope and elevations specified in the Plans. Create a natural transition from the regraded stream bed to the existing channel banks. Backfill material necessary for Channel Regrading shall consist of salvaged stream bed material or in-situ material.

### **671-3.05 BANK REVEGETATION.**

Replant vegetative mat on top of reconstructed banks as shown in the Plans or at the direction of the Owner's Representative. Vegetative mat should be at least 12 inches thick. If loss of topsoil during handling and stockpiling reduces mat thickness to less than 12 inches, place additional topsoil or native material beneath mat to bring total thickness of vegetative mat to 12 inches. Place vegetative mats tightly together to minimize gaps between pieces of mat. Stake vegetative mats in place using wooden stakes at least 24 inches long. Provide one wooden stake per square yard of installed vegetative mat.

### **671-4.01 METHOD OF MEASUREMENT.**

Construction of low flow channel will not be measured for payment.

Channel Regrading will not be measured for payment.

Bank revegetation, including installation of vegetative mat, will not be measured for payment.

### **671-5.01 BASIS OF PAYMENT.**

Channel Regrading, backfill of excavated material, salvage and reuse of existing stream bed material and in-situ material, and placement of other natural materials not paid for under separate pay items, is subsidiary to pay item 203(3) Unclassified Excavation.

Installation of vegetative mats, including furnishing and installing wooden stakes, is subsidiary to pay item 203(3) Unclassified Excavation.

## **SECTION 703**

### **AGGREGATES**

**703-2.03 AGGREGATE FOR BASE AND SURFACE COURSE.** Delete this subsection in its entirety and replace with the following:

Aggregate surface course (E-1) shall contain material no larger than one (1) inch in diameter (1" minus material). Aggregate surface course (E-1) material shall be crushed stone or crushed gravel or mined pit run gravel consisting of sound, tough, durable pebbles or rock fragments of uniform quality and free from clay balls, vegetable matter, or other deleterious matters. Surface course material may be procured from the City of Gustavus gravel pit or from other sources approved by the Owner's Representative.